

ELIZABETH M. MCKEEVER
emckeeper@bmgzlaw.com

September 16, 2015

RECEIVED

SEP 16 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Via Federal Express

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

RE: *Barr Tell USA, Inc. Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania ("Application")*
Docket No. A-2015-2496222
Utility Code: 3117917

Dear Secretary Chiavetta:

We are in receipt of your letter dated August 26, 2015 that outlines deficiencies in the above-referenced Application that we filed on behalf of our client, Barr Tell USA, Inc.

Enclosed please find amendments to the Application that we believe correct all the deficiencies that the Commission brought to our attention. 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.

Thank you for your attention to this Application. Questions regarding this filing may be directed to the undersigned, who can be reached at (908) 753-8300 or at the email address shown above.

Sincerely,



Elizabeth M. McKeever

EMM:kmd

Application Form for Approval of Authority to Offer, Render, Furnish,
or Supply Telecommunications Services to the Public in the
Commonwealth of Pennsylvania

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The Commission certifies telecommunications carriers for four categories:

- ▶ Interexchange Toll Reseller
- ▶ Competitive Local Exchange Carrier
- ▶ Competitive Access Provider
- ▶ Interexchange Toll Facilities-Based Carrier

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Please use the attached form to make your application. Please place all exhibits at the end of the application. If you retype the application, repeat the number and title of each item, following the original numbering scheme. Answer only those items that are applicable to your operations. Indicate skipped items as "not applicable."

To file an application with the Pennsylvania Public Utility Commission, **you must submit a signed and verified original** of your application and attachments with a check for \$250.00 made payable to the "Commonwealth of Pennsylvania," to the Commission's Secretary at the following address:

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

If your answer to any of the items changes while your application is pending, or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to inform the Commission as to the specifics of the change. If you plan to cease doing business within the Commonwealth of Pennsylvania, you are under a duty to request approval from the Commission prior to ceasing business.

You may apply for more than one category of proposed operations in a single filing. To do so, you must separately identify and describe each category of proposed operations in your cover letter accompanying your application in response to Item Numbers 9, 10, 11, and 12 of Form 377. For multiple categories, your response to Item Numbers 10, 11, and 12 must each contain separate subparts, i.e., one subpart for each category of proposed operations.

Each category of proposed operations requires its own separate and distinct tariff. You must append a copy of all proposed tariffs to each original, duplicate original, and copy of Form 377.

Such related filings may be submitted as one filing pursuant to 52 Pa. Code §1.34, for the compilation of filing fees. The filing fee is \$250.00 for any combination of related applications filed simultaneously and pursuant to these instructions.

SEP 16 2015

Application of:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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**

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, 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.

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

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: (201) 809-7770
Fax: 201-809-7771

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: (201) 809-7770
Fax: 201-809-7771

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 and all origination and termination of voice telephone calls, to and from all points in the Verizon service territory. Petitioner plans to offer both local exchange and interexchange services through an Interconnection Agreement and Master Agreement with Verizon that allows for the resale of DSL, voice services and Internet Services.

BTU has its own switching equipment and facilities located in certified data centers wherever necessary, to supply telephone and internet services to customers. In the New York City metro area, BTU has five (5) different facilities for redundancy. BTU also has two (2) facilities in New Jersey and Florida.

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 to and from all points in the Verizon Pennsylvania, Verizon North, The United Telephone Company of Pennsylvania d/b/a CenturyLink, Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company, Frontier Communications of Oswayo River, Frontier Communications of Lakewood, Frontier Communications of Canton, Frontier Communications of Breezewood, Citizens Telephone Company of Kecksburg, Citizens Telecommunications Company of New York, Buffalo Valley Telephone Company, and Windstream Pennsylvania service territories in the Commonwealth of Pennsylvania.

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

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.

Interexchange Toll Reseller and Facilities Based Carrier: Applicant seeks to de-tariff its interexchange services and does not intend to file tariffs. These services have been deemed competitive.

Competitive Local Exchange Carrier: Applicant will not be offering access services initially and will file a tariff before it does begin to offer access services. Applicant's proposed local tariff is attached as Attachment 2.

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 service:

As soon as approved to do so by the PA PUC.

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.

The Applicant, an affiliate, a predecessor of either, and/or a person identified in this Application has not been convicted of a crime involving fraud or similar activity.

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

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

Applicant:

Harold Barr

By:

Harold Barr

Title:

President

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

SEP 16 2015
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGE
APPLYING TO FACILITIES BASED AND NON-FACILITIES BASED
COMPETITIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF PENNSYLVANIA IN THE SERVICE TERRITORIES OF
VERIZON PENNSYLVANIA INC., VERIZON NORTH LLC,
THE UNITED TELEPHONE COMPANY, d/b/a CENTURYLINK,
COMMONWEALTH TELEPHONE COMPANY d/b/a FRONTIER COMMUNICATIONS COMMONWEALTH
TELEPHONE COMPANY, FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC, FRONTIER
COMMUNICATIONS OF OSWAYO RIVER, LLC, FRONTIER COMMUNICATIONS OF LAKEWOOD, LLC,
FRONTIER COMMUNICATIONS OF CANTON, INC., FRONTIER COMMUNICATIONS OF BREEZEWOOD,
INC., CITIZENS TELEPHONE COMPANY OF KECKSBURG, CITIZENS TELECOMMUNICATIONS
COMPANY OF NEW YORK, LLC, AND WINDSTREAM PENNSYLVANIA, LLC.

COMPETITIVE LOCAL EXCHANGE CARRIER

IN THE COMMONWEALTH OF PENNSYLVANIA

This tariff contains the descriptions, regulations, and schedule of rates and charges applicable to the furnishing of resold and facilities-based residential and business service for Telecommunications Services furnished by Barr Tell USA, Inc. (Company). The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C No. 180A, 182, 182A, a85B and 185C and Verizon North Inc. Telephone Pa. P.U.C. Nos. 1,3,5 and 6; The United Telephone Company of Pennsylvania d/b/a CenturyLink P.U.C. No. 27; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company P.U.C. No. 24 Frontier Communications of Pennsylvania, LLC P.U.C. No. 14, Frontier Communications of Oswayo River, LLC P.U.C. No. 5, Frontier Communications of Lakewood, LLC P.U.C. No. 5, Frontier Communications of Canton, Inc. P.U.C. No. 3, Frontier Communications of Breezewood, Inc. P.U.C. No. 5, Citizens Telephone Company of Kecksburg P.U.C. No. 3, Citizens Telecommunications Company of New York P.U.C. No. 2 and, Windstream Pennsylvania, LLC Telephone Pa. P.U.C. No. 7.

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

{00055337.3 }

Issued:

Effective Date:

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

LIST OF MODIFICATIONS

CHANGES:

{00055337.3 }

Issued:

Effective Date:

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	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*	78	Original	*
18	Original	*	49	Original	*	79	Original	*
19	Original	*	50	Original	*	80	Original	*
20	Original	*	51	Original	*	81	Original	*
21	Original	*	52	Original	*	82	Original	*
22	Original	*	53	Original	*	83	Original	*
23	Original	*	54	Original	*	84	Original	*
24	Original	*	55	Original	*	85	Original	*
25	Original	*	56	Original	*	86	Original	*
26	Original	*	57	Original	*	87	Original	*
27	Original	*	58	Original	*	88	Original	*
28	Original	*	59	Original	*	89	Original	*
29	Original	*	60	Original	*	90	Original	*
30	Original	*						

* - indicates those pages included with this filing

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Issued:

Effective Date:

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

CHECK SHEET (cont'd)

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
91	Original	*				
92	Original	*				
93	Original	*				
94	Original	*				
95	Original	*				
96	Original	*				
97	Original	*				
98	Original	*				
99	Original	*				
100	Original	*				
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113	Original	*				
114	Original	*				
115	Original	*				
116	Original	*				
117	Original	*				
118	Original	*				

* - indicates those pages included with this filing

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Issued:

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

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{00055337.3 }

Issued:

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

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

100055137.3 1

Issued:

Effective Date:

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

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.

In addition to the regulations and schedule of charges herein, this tariff is subject to specific regulations as set forth in 52 PA Code Chapter 64, "Standards & Billing Practices for Residential Telephone Services," and other regulations as may be prescribed by the PA PUC

This tariff supplements and governs all other applicable tariffs of the Company and also any tariffs or portions of tariffs of other companies with which this Company concurs.

{00055337,3 }

Issued:

Effective Date:

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.

Commission: *The Pennsylvania Public Utilities Commission.*

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.

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.

10055337.3.1

Issued:

Effective Date:

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

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.

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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218 East Park Ave., Suite 522
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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.

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.

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.

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.

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.

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.

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.

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.

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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.

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.

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.

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.

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.

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.

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

In those exchanges and zones in which the Company initiates and provides local exchange service within the service territories of Verizon Pennsylvania, Inc., Verizon North LLC, The United Telephone Company of Pennsylvania d/b/a CenturyLink, Citizens Telephone Company of Kecksburg, Consolidated Communications of Pennsylvania Company, Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company, and Windstream Pennsylvania, LLC the exchanges and zones in the Local Calling Areas shall be identical to the exchanges and zones within the Local Calling Areas of the incumbent local exchange provider unless otherwise tariffed herein. NXXs associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

3.2.1 Verizon Pennsylvania, Inc. local calling area

Originating Exchanges

Local Calling Areas

Alexandria	Alexandria, Huntingdon, McConnellstown (CenturyLink)
Aliquippa	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pitb. Subn. Zone 16, Rochester
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Emmaus (Verizon North), Hellertown, Ironton (Ironton Tel. Co.), Kutztown, Nazareth, New Smithville (Verizon North), New Tripoli (Verizon North), Northampton, Riegelsville, Slatington, Springtown, Topton (Conestoga Tel. & Tel. Co.)
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Annville	Annville, Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Palmyra
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah
Austin	Austin, Coudersport

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

Avella	Avella, Burgettstown, Washington
Avis	Avis, Jersey Shore, Lock Haven, Woolrich
Avondale	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE. (Verizon – DE.), Wilmington, DE. (Verizon – DE.)
Baden	Aliquippa, Ambridge, Baden, Rochester
Barnesboro	Barnesboro, Carrolltown, Cherry Tree, Glen Campbell, Hastings, Patton
Bath	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth, Northampton, Slatington
Beaver Falls	Beaver Falls, Darlington (Windstream), Ellwood City, Enon Valley (Windstream), Hookstown, Midland, Rochester, Wampum, Zelenople
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Perkasio, Plumsteadville, Quakertown
Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard (CenturyLink), Snow Shoe, Spring Mills, State College, Zion (CenturyLink)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

Belle Vernon	Belle Vernon, California, Charleroi, Donora, Fayette City, Monessen, Monongahela, Perryopolis, West Newton
Bellwood	Altoona, Bellwood, Tyrone
Berwick	Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Big Run	Big Run, Punxsutawney
Black Lick	Black Lick, Blairsville, Homer City, Indiana
Blairsville	Black Lick, Blairsville, Bolivar, Derry, Homer City, Indiana, Latrobe
Bloomsburg	Berwick, Bloomsburg, Catawissa, Danville, Millville, Numidia, Orangeville (Commonwealth Tel.), Washingtonville
Boalsburg	Bellefonte, Boalsburg, Centre Hall, Spring Mills, State College

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Bolivar	Blairsville, Bolivar, New Florence
Bradford	Bradford, Duke Center (Armstrong North), Eldred, Mount Jewett, Rew, Smethport, Limestone, NY (Verizon – NY)
Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Buckingham	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Burgettstown	Avella, Burgettstown, McDonald, Midway (Windstream), Murdocksville (Armstrong), Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City
Canonsburg	Canonsburg, Hickory (Hickory Tel. Co.), McDonald, McMurray, Pitb. Subn. Zone 13, Washington
Carbondale	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)
Carrolltown	Barnesboro, Carrolltown, Ebensburg, Hastings, Patton

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Carversville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, New Hope, Plumsteadville, Wycombe
Centre Hall	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Catasauqua	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Catawissa	Bloomsburg, Catawissa, Danville, Elysburg, Numidia
Center Point	Center Point, Collegeville, Harleysville, Lansdale, Phila. Subn. Zone 30, North Wales, Schwenksville
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester Springs	Chester Springs, Eagle, Exton, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford
Clairton	Clairton, Elizabeth, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Clarion	Clarion, Knox (Windstream), Leeper, Shippenville (Windstream), Sligo (Windstream), Strattanville (Windstream)
Claysville	Claysville, Washington, West Alexander
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

Clymer	Clymer, Indiana
Coatesville	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Collegeville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, North Wales, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phila. Subn. Zone 31, Phoenixville, Pottstown, Royersford, Schwenksville, Souderton
Connellsville	Connellsville, Dawson, Mount Pleasant, Scottdale, Uniontown
Coudersport	Austin, Coudersport, Roulette, Ulysses
Cresco	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Cresson	Altoona, Cresson, Ebensburg, Hollidaysburg, Portage
Curwensville	Clearfield, Curwensville, Mahaffey
Danville	Bloomsburg, Catawissa, Danville, Elysburg, Northumberland, Sunbury, Washingtonville
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Derry	Blairsville, Derry, Greensburg, Latrobe

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Donora	Belle Vernon, Charleroi, Donora, Elizabeth, Monessen, Monongahela
Downingtown	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Doylestown	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Phila. Subn. Zone 45, Plumsteadville, Wycombe
Dublin	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasie, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
Easton	Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
East Palestine	East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.)
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 *Verizon Pennsylvania, Inc. local calling area (cont'd)*

Originating Exchanges

Local Calling Areas

Eldred	Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville (CenturyLink), Wampum, Zelienople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury
Endeavor	Endeavor, Tidioute, Tionesta
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis
Finleyville	Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12
Fleetwood	Fleetwood, Kutztown, Leesport (Commonwealth Tel.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Topton (The Conestoga Tel. and Tel. Co.)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Galeton	Galeton
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell
Glenmoore	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (The Conestoga Tel. and Tel. Co.), Glenmoore, Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg, Pughtown, West Chester
Glenwillard	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton, Sassamansville (The Conestoga Tel. and Tel. Co.)
Greensburg	Delmont (Windstream), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (Windstream), Youngwood

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Greenville	Greenville, Sharpsville, Sheakleyville (Windstream), Transfer (The Pymatuning Ind. Tel. Co.)
Grove City	Blacktown (CenturyLink), Grove City, Harrisville (CenturyLink), Mercer, Wesley (Verizon North)
Halifax	Dauphin, Elizabethville (Commonwealth Tel.), Halifax, Harrisburg Zone 1, Millersburg (Commonwealth Tel.)
Hamburg	Hamburg, Kempton (Verizon North), Leesport (Commonwealth Tel.), Reading
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Harleysville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Hastings	Barnesboro, Carrolltown, Hastings, Patton
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngham-Drums (Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Commonwealth Tel.), Weatherly, White Haven
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown
Herminie	Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23
Hollidaysburg	Altoona, Cresson, Hollidaysburg
Homer City	Black Lick, Blairsville, Homer City, Indiana
Honesdale	Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North-Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.)
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg
Hookstown	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

Houtzdale	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North)
Huntingdon	Alexandria, Huntingdon, Marklesburg (CenturyLink), McConnellstown (CenturyLink), Mount Union
Imperial	Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Indiana	Black Lick, Blairsville, Clymer, Elderton (Windstream), Homer City, Indiana, Marion Center, Parkwood
Jeannette	Greensburg, Harrison City (Windstream), Herminic, Jeannette, Pitb. Subn. Zone 23
Jermyn	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton
Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval (Pennsylvania Tel. Co.), Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighton, Nesquehoning, Weatherly, White Haven
Kane	Kane, Ludlow, Mount Jewett

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)
Kennett Square	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Kingston	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Kutztown	Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Topton (The Conestoga Tel. and Tel. Co.)
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan (The South Canaan Tel. Co.), Wallenpaupack, Waymart (The South Canaan Tel.Co.)
Lake Como	Lake Como
Lancaster	Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Leola (Frontier Comm. Of PA), Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), New Holland (Frontier Comm. Of PA), Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

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

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Lewistown	Belleville (CenturyLink), Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal (CenturyLink), Reedsville (CenturyLink)
Ligonier	Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.)
Line Lexington	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 45, Souderton
Lock Haven	Avis, Beech Creek (CenturyLink), Jersey Shore, Lock Haven, Mill Hall (CenturyLink), Woolrich
Lords Valley	Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack
Lowellville	Bessemer, Hubbard, O. (AMERITECH, O.), Lowellville, Lowellville, O. (AMERITECH, O.), New Castle, North Lima, O. (AMERITECH, O.), Youngstown, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (Windstream), Oakdale, Pitb. Subn. Zone 13
McMurray	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Mendenhall	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Mercer	Blacktown (CenturyLink), Fredonia (Windstream), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon North)
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Millersville	Lancaster, Landisville, Millersville, Mountville (CenturyLink), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsontown (Windstream)
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont (Commonwealth Tel.)
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
Monongahela	Belle Vernon, Charleroi, Donora, Elizabeth, Finleyville, Monessen, Monongahela
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Morrisville	Ewing, NJ (Verizon – NJ), Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Yardley

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Mortonville	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Mount Carmel	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Mount Gretna	Annvile, Lebanon, Mount Gretna, Palmyra
Mount Jewett	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Mount Pleasant, Scottdale, Youngwood
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown (CenturyLink), Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

New Castle	Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
New Hope	Buckingham, Carversville, Doylestown, Lambertville, NJ (Verizon – NJ), New Hope, Newtown, Plumsteadville, Wycombe, Yardley
New Kensington	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
New Philadelphia	Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
New Salem	Brownsville, New Salem, Republic, Uniontown
Newtown	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

North Wales	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14
Olyphant	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Orwigsburg	Auburn (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Oxford	Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove
Palmyra	Annville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.)
Parkesburg	Atglen (Commonwealth Tel.), Coatesville, Gap (Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally (The Conestoga Tel. and Tel. Co.), Green Lane, Pennsburg, Perkasia, Quakertown, Sassamansville (The Conestoga Tel. and Tel. Co.), Souderton
Perkasia	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasia, Plumsteadville, Quakertown, Schwenksville, Souderton
Perryopolis	Belle Vernon, Dawson, Fayette City, Perryopolis, Uniontown
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne
Phoenixville	Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Pittston	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Line Lexington, New Hope, Perkasia, Plumsteadville, Quakertown
Plymouth	Kingston, Mountaintop, Nanticoke, Plymouth, Wilkes-Barre
Point Marion	Cheat Lake (Verizon – W. Va.), Fairchance, Masontown, Point Marion, Morgantown, W. Va. (Verizon – W. Va.), Smithfield, Uniontown

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
Port Allegany	Eldred, Port Allegany, Roulette, Smethport
Pottstown	Boyertown (The Conestoga Tel. and Tel. Co.), Collegeville, Douglassville (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville
Pottsville	Auburn (Verizon North), Frackville, Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
Pughtown	Chester Springs, Downingtown, Eagle, Exton, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Morgantown (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford
Punxsutawney	Big Run, Marchand, Punxsutawney
Quakertown	Bedminster, Dublin, Ferndale (Commonwealth Tel.), Green Lane, Pennsburg, Perkasio, Plumsteadville, Quakertown, Souderton, Springtown
Reading	Adamstown (Denver & Ephrata Tel. and Tel. Co.), Bernville (Verizon North), Birdsboro (The Conestoga Tel. and Tel. Co.), Fleetwood, Green Hills (The Conestoga Tel. and Tel. Co.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (The Conestoga Tel. and Tel. Co.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Robesonia (Verizon North), Topton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.)

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

Renovo	Renovo
Republic	Brownsville, New Salem, Republic, Uniontown
Rew	Bradford, Duke Center (Armstrong North), Eldred, Limestone, NY (Verizon – NY), Rew, Smethport
Reynoldsville	DuBois, Reynoldsville, Sykesville
Riegelsville	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Roulette	Coudersport, Port Allegany, Roulette
Royersford	Center Point, Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phoenixville, Pottstown, Pughtown, Royersford, Schwenksville
Russell	Russell, Sugar Grove, Warren, Youngsville
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Saxton	Hopewell (CenturyLink), Saxton

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3.2.1 *Verizon Pennsylvania, Inc. local calling area (cont'd)*

Originating Exchanges

Local Calling Areas

Schuylkill Haven	Auburn (Verizon North), Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Schwenksville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Perkasic, Phila. Subn. Zone 30, Pottstown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville, Souderton
Scottdale	Connellsville, Dawson, Mount Pleasant, Scottdale
Scranton	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.), Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
Shamokin	Elysburg, Kulpmont, Mount Carmel, Shamokin, Sunbury, Trevorton (TDS – Mahanoy and Mahantango Tel. Co.)
Sharon	Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Sharpsville	Greenville, Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown (Commonwealth Tel.), Shenandoah
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 *Verizon Pennsylvania, Inc. local calling area (cont'd)*

Originating Exchanges

Local Calling Areas

Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Smock	Brownsville, Smock, Uniontown
Snow Shoe	Bellefonte, Frenchville, Snow Shoe
Souderton	Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton
Springdale	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda (Windstream), Spring Mills, State College
Strasburg	Gap (Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
Sugar Grove	Russell, Sugar Grove, Warren, Youngsville
Sunbury	Danville, Elysburg, Milton, Northumberland, Selinsgrove (Verizon North), Shamokin, Sunbury
Sykesville	DuBois, Luthersburg (Windstream), Reynoldsville, Sykesville
Tamaqua	Lakewood (Frontier Comm. – Lakewood), Lansford (Windstream), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Tidioute	Endeavor, Tidioute, Tionesta, Warren
Tyrone	Altoona, Bellwood, Tyrone, Warriors Mark (Windstream)
Tionesta	Endeavor, Tidioute, Tionesta
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Unionville	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown
Upper Black Eddy	Easton, Ferndale (Commonwealth Tel.), Frenchtown, NJ (Verizon – NJ), Milford, NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (Commonwealth Tel.), Upper Black Eddy
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack
Wampum	Beaver Falls, Ellwood City, New Castle, Wampum
Warren	Russell, Sheffield (Windstream), Sugar Grove, Tidioute, Warren, Youngsville
Washington	Avella, Buffalo (Verizon North), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (Verizon North), Washington, West Alexander
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville (Windstream), Washingtonville
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven
West Alexander	Claysville, Washington, West Alexander
West Chester	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 28, West Chester, Westtown

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3.2 Exchange Service Areas – (CONTINUED)

3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges Local Calling Areas

West Grove	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Parkesburg, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE)
West Middlesex	Sharon, Sharon, O. (AMERITECH, O.), Sharpsville, West Middlesex
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)
Westtown	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown
White Haven	Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven
Wilkes-Barre	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Williamsport	Jersey Shore, Loyalsock (Verizon North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon North), Williamsport
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich
Wycombe	Buckingham, Doylestown, New Hope, Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 45, Wycombe

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3.2.1 Verizon Pennsylvania, Inc. local calling area (cont'd)

Originating Exchanges

Local Calling Areas

Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Yardley	Ewing, NJ (Verizon – NJ), Morrisville, New Hope, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Wycombe, Yardley
Youngsville	Russell, Sugar Grove, Warren, Youngsville
Youngwood	Greensburg, Mount Pleasant, Youngwood
Zelienople	Beaver Falls, Criders Corners (North Pitt. Tel. Co.), Ellwood City, Evans City (CenturyLink), Zelienople

3.2.2 Verizon Pennsylvania, Inc. - Philadelphia local calling area

Philadelphia Zone 1 Central Office Districts: Baldwin, Poplar, Regent, Locust, Market, Dewey, Pennypacker	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2 Central Office Districts: City-West, Overbrook, Eastwick, Saratoga, University City	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone 24
Philadelphia Zone 3 Central Office Districts: Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34
Philadelphia Zone 4 Central Office Districts: Fox Chase, Toresdale, Bustleton, Frankford, Mayfair	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41

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3.2 Exchange Service Areas – (CONTINUED)

3.2.3 *Verizon Pennsylvania, Inc. – Philadelphia Suburban*

Originating Exchanges Local Calling Areas

Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newtown Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newtown Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newtown Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne

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3.2.3 Verizon Pennsylvania, Inc. – Philadelphia Suburban (cont'd)

Originating Exchanges Local Calling Areas

Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

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3.2 Exchange Service Areas – (CONTINUED)

3.2.4 Verizon Pennsylvania, Inc. – Pittsburgh

Originating Exchanges

Local Calling Areas

Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

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3.2 Exchange Service Areas – (CONTINUED)

3.2.5 Verizon Pennsylvania, Inc. – Pittsburgh Suburban

Originating Exchanges Local Calling Areas

Bethel Park (Pitt. Sub. 12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt. Sub. 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt. Sub. 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt. Sub. 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt. Sub. 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt. Sub. 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream), Hermine, Jeannette
McKeesport (Pitt. Sub. 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt. Sub. 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas

Originating Exchanges

Local Calling Areas

Airville	Brogue, Delta, Red Lion
Auburn	Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Avonmore	Apollo (Windstream), Saltsburg, Vandergrift
Beach Lake	Galilee, Honesdale, Narrowsburg, NY (Citizens Tel.)
Beaver Springs	Middleburg, Mount Pleasant Mills, Selinsgrove
Beaverdale	Johnstown, South Fork
Berlin	Meyersdale, Rockwood, Somerset, Stoystown
Bernville	Frystown, Hamburg, Robesonia, Womelsdorf, Reading
Boswell	Hooversville, Johnstown, Somerset, Stoystown
Brogue	Airville, Red Lion, York
Brookside	Jersey Shore, Trout Run, Williamsport
Buffalo	Avella, Canonsburg, Taylorstown, Washington
Cambridge Springs	Edinboro, Meadville, Saegertown (Windstream)
Central City	Berlin, Johnstown, Somerset, Windber

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Chapman Lake	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton
Clintonville	Franklin, Wesley
Confluence	Rockwood, Salisbury
Cooperstown	Franklin, Oil City
Corry	Spartansburg, Union City, Wattsburg
Davidsville	Johnstown
Delta	Airville, Fawn Grove, Cardiff, Md. (Verizon – Md.)
Dillsburg	Dover, Harrisburg Zone 1, Mechanicsburg
Dingman's Ferry	Milford/Log Tavern, Montague, NJ (CenturyLink)
East Berlin	Dover, Hanover (CenturyLink), New Oxford (CenturyLink), York
Edinboro	Cambridge Springs, Erie, McKean
Elkland	Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield
Emmaus	Allentown, Bethlehem, Ironton (Ironton Telephone Co.)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg
Fairview	Erie, Girard, McKean
Fawn Grove	Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.)
Franklin	Cooperstown, Oil City
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.)
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Harrison Valley	Ulysses, Westfield
Hershey	Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellville, Steelton
Hooversville	Boswell, Johnstown, Stoystown, Somerset

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Jefferson	Glen Rock, Hanover (CenturyLink), Spring Grove, York
Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli
Knoxville	Elkland
Lincolnton	Union City, Spartansburg, Townville (Windstream)
Loganville	Glen Rock, Red Lion, York
Loyalsock	Muncy, Trout Run, Williamsport
Manchester	Dover, York
Mantzville	Lehighton, McKeansburg, Tamaqua
Matamoras	Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
Meyersdale	Berlin, Rockwood, Salisbury, Somerset

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Middleburg	Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove
Milford/Log Tavern	Cuddebackville, NY (Verizon – NY), Dingman’s Ferry, Matamoras, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Myerstown	Frystown, Schaefferstown, Womelsdorf, Lebanon
Nanty Glo	Ebensburg, Johnstown
New Bedford	New Castle, New Wilmington
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (CenturyLink)
North East	Eric, South Ripley, NY (Verizon – NY), Wattsburg
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville (CenturyLink), Ellwood City
Red Lion	Broque, Loganville, York
Robesonia	Bernville, Womelsdorf, Reading
Rockwood	Berlin, Confluence, Meyersdale, Somerset
Sabinsville	Westfield
Salisbury	Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.)
Saltsburg	Avonmore
Sayre	Waverly, NY (Verizon – NY)
Schaefferstown	Myerstown, Womelsdorf, Lebanon
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

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

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3.2 Exchange Service Areas – (CONTINUED)

3.2.6 Verizon North Inc. Local calling areas (cont'd)

Originating Exchanges

Local Calling Areas

Taylorstown	Buffalo, Claysville, Washington
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg
Trout Run	Brookside, Loyalsock, Williamsport
Union City	Corry, Eric, Lincolnville, Waterford, Wattsburg
Vandergrift	Apollo (Windstream), Avonmore, Leechburg (Windstream)
Waterford	Eric, Union City, Wattsburg
Wattsburg	Corry, Eric, North East, Union City, Waterford
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (CenturyLink)
Wesley	Clintonville, Harrisville (CenturyLink), Grove City, Mercer
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville
Windber	Central City, Johnstown
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading
Wrightsville	Red Lion, York, Columbia (CenturyLink)
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

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3.2 Exchange Service Areas – (CONTINUED)

1. 3.2.7 The United Telephone Company of Pennsylvania d/b/a CenturyLink

Originating Exchanges

Local Calling Areas

Allensville	Allensville, Belleville, Huntingdon (Verizon Pa.), Lewistown (Verizon Pa.)
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven (Verizon Pa.), Mill Hall
Belleville	Allensville, Belleville, Lewistown (Verizon Pa.), Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City (Verizon Pa.), Mercer (Verizon Pa.)
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro
Bruin	Chicora, North Washington, Parker, Petrolia, Bruin
Butler	Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury, Butler
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Charlesville	Bedford, Charlesville, Everett
Chicora	Bruin, Butler, North Washington, Petrolia, Chicora
Claysburg	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mount Joy, Mountville, Wrightsville (Verizon North)
Connoquenessing	Butler, Evans City, Meridian, Nixon, Prospect, Connoquenessing
Dry Run	Chambersburg, Dry Run
Duncannon	Duncannon, Harrisburg Zone 1, Marysville, New Bloomfield, Newport
East Waterford	Blain, East Waterford, Mifflintown, Port Royal
Eau Claire	Emlenton, Foxburg, North Washington, Parker, Eau Claire

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3.2 Exchange Service Areas – (CONTINUED)

1. 3.2.7 The United Telephone Company of Pennsylvania d/b/a CenturyLink (cont'd)

Originating Exchanges

Local Calling Areas

Elizabethtown	Elizabethtown, Columbia, Hershey (Verizon North), Lancaster (Verizon Pa.), Marietta, Mt. Joy, Middletown (Verizon Pa.)
Emlenton	Eau Claire, Foxburg, Parker, Rockland (Windstream), Emlenton
Evans City	Butler, Connoquenessing, Criders Corners (North Pittsburgh Tel. Co.), Nixon, Zelenople (Verizon Pa.), Evans City
Everett	Bedford, Breezewood (Breezewood Tel. Co.), Clearville, Everett
Fairfield	Emmitsburg, Md. (C & P Tel. Co. of Md.), Fairfield, Gettysburg
Fayetteville	Chambersburg, Fayetteville
Fishertown	Bedford, Fishertown, Osterburg, Schellsburg
Foxburg	Eau Claire, Emlenton, Parker, Foxburg
Gettysburg	Biglerville, Fairfield, Gettysburg
Greencastle	Chambersburg, Greencastle, Marion, Waynesboro
Hanover	Hanover, Jefferson (Verizon North), Littlestown, New Oxford
Harrisville	Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley (Verizon North), Harrisville, Grove City (Verizon Pa.)
Hewitt	Cumberland, Md. (Verizon MD), Flintstone, Md. (Verizon MD), Hewitt, Oldtown, Md. (Verizon MD), Ridgeley, W. Va. (Verizon WVA), State Line
Hopewell	Everett, Hopewell, Saxton (Verizon Pa.)
Howard	Beech Creek, Bellefonte (Verizon Pa.), Howard, State College (Verizon Pa.), Zion
Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run, Md. (C & P Tel. Co. of Md.)
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield
Marietta	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon (Verizon Pa.), Marklesburg

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3.2 Exchange Service Areas – (CONTINUED)

3.2.7 The United Telephone Company of Pennsylvania d/b/a CenturyLink (cont'd)

<u>Originating Exchanges</u>	<u>Local Calling Areas</u>
Martinsburg	Altoona (Verizon Pa.), Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring, Williamsburg
Marysville	Duncannon, Harrisburg Zone 1 (Verizon Pa.), Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria (Verizon Pa.), Huntingdon (Verizon Pa.), Mount Union (Verizon Pa.), Marklesburg, McConnellstown
McConnellsburg	McConnellsburg
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian
Mifflintown	East Waterford, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown
Mill Hall	Beech Creek, Lock Haven (Verizon Pa.), Mill Hall
Mount Joy	Mount Joy, Columbia, Elizabethtown, Marietta, Mountville, Lancaster (Verizon Pa.), Landisville (Verizon Pa.), Manheim (Denver & Ephrata Tel. Co.)
Mountville	Mountville, Columbia, Marietta, Millersville (Verizon Pa.), Mount Joy, Lancaster (Verizon Pa.), Landisville (Verizon Pa.)
Mt. Holly Springs	Carlisle, Mt. Holly Springs
New Bloomfield	Duncannon, Ickesburg, Loysville, Millerstown, New Bloomfield, Newport
Newburg	Chambersburg, Newburg, Newville, Shippensburg
New Oxford	East Berlin (Verizon North), Hanover, Littlestown, New Oxford, Gettysburg
Newport	Duncannon, Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport

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3.2 Exchange Service Areas – (CONTINUED)

3.2.7 The United Telephone Company of Pennsylvania d/b/a CenturyLink (cont'd)

Originating Exchanges

Local Calling Areas

Newville	Carlisle, Newburg, Newville
Nixon	Butler, Connoquenessing, Evans City, Meridian, Nixon, Saxonburg (North Pittsburgh Tel. Co.)
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington
Orbisonia	Orbisonia, Mt. Union (Verizon Pa.), Shade Gap, Three Springs
Osterburg	Bedford, Claysburg, Fishertown, Osterburg
Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg (Brookville Tel. Co.), Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City (Verizon Pa.)
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton (Verizon North), Elwood City (Verizon Pa.), Portersville, Zelienople (Verizon Pa.)
Port Royal	East Waterford, Ickesburg, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect
Reedsville	Belleville, Lewistown (Verizon Pa.), Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills (Verizon North), Richfield
Roaring Spring	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring
Saint Thomas	Chambersburg, Mercersburg, Saint Thomas
Schellsburg	Bedford, Fishertown, Schellsburg
Shade Gap	Orbisonia, Shade Gap, Three Springs

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3.2 Exchange Service Areas – (CONTINUED)

3.2.7 The United Telephone Company of Pennsylvania d/b/a CenturyLink (cont'd)

Originating Exchanges

Local Calling Areas

Shippensburg	Chambersburg, Newburg, Shippensburg
Slippery Rock	Butler, Harrisville, Plain Grove, Portersville, Volant, West Sunbury, Slippery Rock
State Line	Cumberland, Md. (Verizon MD), Flintstone, Md. (Verizon MD), Hewitt, Oldtown, Md. (Verizon MD), Ridgeley, W. Va. (Verizon WVA) State Line
Thompsontown	McAlisterville, Mifflintown, Millerstown, Port Royal, Thompsontown
Three Springs	Orbisonia, Shade Gap, Three Springs, Huntingdon (Verizon Pa.)
Volant	Harrisville, Plain Grove, Portersville, Slippery Rock, New Castle (Verizon Pa.), Blacktown, New Wilmington (Verizon North), Volant
Waynesboro	Blue Ridge Summit, Greencastle, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro, Chambersburg
West Sunbury	Butler, Harrisville, North Washington, Slippery Rock, West Sunbury
Williamsburg	Altoona, Hollidaysburg (Verizon Pa.), Martinsburg, Williamsburg
York Springs	Biglerville, Gettysburg, York Springs
Zion	Bellefonte (Verizon Pa.), Howard, State College (Verizon Pa.), Zion

3.2.8 Frontier Communications of Pennsylvania, LLC

Originating Exchanges

Local Calling Areas

Intercourse	Intercourse, Gap (Commonwealth), Lancaster (Verizon), Leola, New Holland, Strasburg (Verizon), Terre Hill
Leola	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, Lititz (D&E), New Holland, Terre Hill
New Holland	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, New Holland, Terre Hill
Terre Hill	Adamstown (D&E), Akron (D&E), Denver (D&E), Ephrata (D&E), Green Hills (CTT), Intercourse, Leola, Morgantown (CTT), New Holland, Terre Hill

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3.2 Exchange Service Areas – (CONTINUED)

3.2.9 Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company

Originating Exchanges Local Calling Areas

LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
ATGLEN	Atglen, Gap, Parkesburg (Verizon PA)
BANGOR	Bangor, Belvidere, Easton* (Verizon PA), Pen Argyl, Portland, Saylorsburg
BELVIDERE	Bangor, Belvidere, Belvidere, NJ (CenturyLink), Easton* (Verizon PA), Hope, NJ (CenturyLink), Oxford, NJ (CenturyLink), Pen Argyl
BENTON	Benton, Huntington Mills, Orangeville
BLOSSBURG	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
BROOKLYN	Brooklyn, Montrose, Nicholson, Springville
CENTER MORELAND	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Lake Winola, Noxen, Pittston* (Verizon PA), Trucksville, Tunkhannock, Wilkes-Barre (Verizon PA), Wyoming* (Verizon PA)
CLARKS SUMMIT	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon PA)
CONYNGHAM-DRUMS	Conyngham, Hazleton (Verizon PA), Nuremberg, Wapwallopen
COOPERSBURG	Allentown (Verizon PA), Bethlehem (Verizon PA), Coopersburg, Emmaus* (Verizon North), Quakertown* (Verizon PA)
COVINGTON	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
DALLAS	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
DALTON	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.9 Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (cont'd)

Originating Exchanges

Local Calling Areas

DUSHORE	Dushore, Estella, Laporte, New Albany
EAGLES MERE	Eagles Mere, Estella, Laporte, Muncy Valley
ESTELLA	Dushore, Eagles Mere, Estella, Laporte
ELIZABETHVILLE	Elizabethville, Gratz, Halifax (Verizon PA), Lykens, Millersburg
FACTORYVILLE	Clarks Summit, Clifford (North Eastern), Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
FERNDALE	Bedminster (Verizon PA), Doylestown* (Verizon PA), Ferndale, Milford, NJ (Verizon NJ), Plumsteadville (Verizon PA), Quakertown (Verizon PA), Reigelsville (Verizon PA), Springtown (Verizon PA), Uhlerstown, Upper Black Eddy (Verizon PA)
GAP	Atglen, Gap, Intercourse (Frontier PA), Kirkwood, Parkesburg (Verizon PA), Quarryville, Strasburg (Verizon PA), Lancaster* (Verizon PA)
GRATZ	Elizabethville, Gratz, Lykens, Tower City, Valley View
HALLSTEAD	Hallstead, Lawsville, New Milford (North Eastern), Susquehanna
HARDING	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston (Verizon PA), Scranton* (Verizon PA), Trucksville, Tunkhannock*, Wilkes-Barre* (Verizon PA)
HARVEYS LAKE	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon PA) Noxen, Sweet Valley, Trucksville, Wilkes-Barre* (Verizon PA)
HENSEL	Hensel, Kirkwood, Lancaster* (Verizon PA), Quarryville, Rawlinsville
HUNTINGTON MILLS	Benton, Huntington Mills, Muhlenburg, Shickshinny
KIRKWOOD	Gap, Hensel, Kirkwood, Lancaster* (Verizon PA), Oxford (Verizon PA), Quarryville
LACEYVILLE	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
LAKE WINOLA	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
LAPORTE	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
LAWRENCEVILLE	Elkland (Verizon North), Lawrenceville, Tioga
LAWSVILLE	Hallstead, Lawsville, Montrose, Rush, St. Joseph
LEESPORT	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
LERAYSVILLE	LeRaysville, Rome, Rush, Towanda, Warren Center

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3.2 Exchange Service Areas – (CONTINUED)

3.2.9 Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (cont'd)

Originating Exchanges

Local Calling Areas

LIBERTY	Blossburg, Liberty, Morris
LYKENS	Elizabethville, Gratz, Lykens, Tower City, Valley View
MANSFIELD	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
MEHOOPANY	Laceyville, Mehoopany, Tunkhannock
MIDDLEBURY CENTER	Middlebury Center, Tioga, Wellsboro
MILLERSBURG	Elizabethville, Halifax (Verizon PA), Millersburg
MON'TROSE	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
MORRIS	Liberty, Morris, Wellsboro
MUHLENBURG	Huntingdon Mills, Muhlenburg, Nanticoke* (Verizon PA), Shickshinny, Sweet Valley, Wilkes-Barre* (Verizon PA)
MUNCY VALLEY	Eagles Mere, Hughesville* (Windstream), Laporte, Muncy Valley
NEW ALBANY	Dushore, Laporte, New Albany, Towanda, Wyalusing
NICHOLSON	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
NOXEN	Centermoreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
NUANGOLA	Mountaintop (Verizon PA), Nanticoke (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon PA)
NUREMBERG	Conyngham, Hazleton (Verizon PA), Nuremberg, Ringtown
ORANGEVILLE	Benton, Berwick* (Verizon PA), Bloomsburg (Verizon PA), Orangeville
PEN ARGYL	Bangor, Belvidere, Easton* (Verizon PA), Nazareth* (Verizon PA), Pen Argyl, Saylorsburg
POCONO LAKE	Mount Pocono* (Verizon PA), Pocono Lake, Stroudsburg* (Verizon PA), White Haven* (Verizon PA)
PORTLAND	Bangor, Columbia, NJ (West Jersey), Portland, Stroudsburg* (Verizon PA)
QUARRYVILLE	Gap, Hensel, Kirkwood, Lancaster (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
RAWLINSVILLE	Hensel, Lancaster (Verizon PA), Millersville* (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
RINGTOWN	Nuremberg, Ringtown, Shenandoah (Verizon PA)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.9 Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (cont'd)

Originating Exchanges

Local Calling Areas

ROME	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
RUSH	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
ST. JOSEPH	Lawsville, Montrose, Rush, St. Joseph, Warren Center
SAYLORSBURG	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon PA)
SHICKSHINNY	Berwick (Verizon PA), Huntington Mills, Muhlenburg, Nanticoke* (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre* (Verizon PA)
SPRINGVILLE	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
SUSQUEHANNA	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)
SWEET VALLEY	Dallas, Harveys Lake, Kingston* (Verizon PA), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
TIOGA	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
TOWANDA	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
TOWER CITY	Gratz, Lykens, Tower City, Tremont, Valley View
TREMONT	Minersville (Verizon PA), Pine Grove (Verizon North), Pottsville* (Verizon PA), Tower City, Tremont, Valley View
TROY	Canton (Canton), Leroy (Canton), Towanda, Troy
TRUCKSVILLE	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
TUNKHANNOCK	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
UHLERSTOWN	Doylestown* (Verizon), Ferndale, Frenchtown, NJ (CenturyLink), Plumsteadville* (Verizon), Uhlerstown, Upper Black Eddy (Verizon PA)
ULSTER	Rome, Sayre* (Verizon North), Towanda, Ulster
VALLEY VIEW	Gratz, Lykens, Tower City, Tremont, Valley View

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3.2 Exchange Service Areas – (CONTINUED)

3.2.9 Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (cont'd)

Originating Exchanges Local Calling Areas

WAPWALLOPEN	Berwick (Verizon PA), Conyngham, Nuangola, Shickshinny, Wapwallopen
WARREN CENTER	LeRaysville, Nichols, NY (NY Tel), Rome, St. Joseph, Warren Center
WELLSBORO	Mansfield, Middlebury Center, Morris, Wellsboro
WYALUSING	Laceyville, New Albany, Towanda, Wyalusing

3.2.10 Frontier Communications of Oswayo River, LLC

Originating Exchanges Local Calling Areas

MILLPORT	Coudersport, Genesee, Millport, Shinglehouse
SHINGLEHOUSE	Coudersport, Genesee, Millport, Shinglehouse
GENESEE	Coudersport, Genesee, Millport, Shinglehouse, Ulysses

3.2.11 Frontier Communications of Lakewood, LLC

Originating Exchanges Local Calling Areas

Lakewood	Lakewood, Mahanoy City (Verizon), Tamaqua (Verizon)
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3.2.12 Frontier Communications of Canton, Inc.

Originating Exchanges Local Calling Areas

Canton	Canton, Leroy, Troy (Commonwealth Tel Co.)
Leroy	Canton, Leroy, Troy (Commonwealth Tel Co.), Towanda (Commonwealth Tel Co.)

3.2.13 Frontier Communications of Breezewood, Inc.

Originating Exchanges Local Calling Areas

BREEZEWOOD	Breezewood, Everett (CenturyLink), New Grenada
NEEDMORE	Hancock, Md. (C&P of Md.), Needmore, Warfordsburg
NEW GRENADA	New Grenada, Breezewood
WARFORDSBURG	Needmore, Hancock, Md. (C&P of Md.), Warfordsburg

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3.2 Exchange Service Areas – (CONTINUED)

3.2.14 Windstream Pennsylvania, LLC

Originating Exchanges Local Calling Areas

Albion	Albion, Fairview, Erie, Girard and West Springfield
Apollo	Apollo, Leechburg and Vandergrift (Verizon North)
Bobtown	Bobtown, Carmichaels, Greensboro, Mt. Morris and Mt. Morris, W. Va.
Brave	Brave, Rogersville, Spraggs, Waynesburg, New Freeport, Graysville, and Blacksville, W. Va.
Brockway	Brockway, DuBois and Falls Creek (Verizon PA)
Brookville	Brookville, Corsica, Hazen, Sigel and Summerville
Callensburg	Callensburg, Clarion (Verizon PA), Knox, Parker (CenturyLink), Rimersburg and Sligo
Carmichaels	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Rices Landing, Mt. Morris, W. Va., and Waynesburg
Coalport	Coalport, Glasgow, Altoona, and Houtzdale
Cochranton	Cochranton, Conneaut Lake, Conneautville, Fredonia, Guys Mills, Linesville, Meadville, Sandy Lake, Saegertown, Sheakleyville, and Townville
Colver	Colver, Barnesboro, Carrolltown, Ebensburg (Verizon PA), Johnstown, Nanty Glo, and South Fork (Verizon North)
Conneaut Lake	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Conneautville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Corsica	Corsica, Brookville, Clarion, Hazen, Sigel, Strattanville, Summerville
Darlington	Darlington, Beaver Falls (Verizon PA), Enon Valley, and Rochester (Verizon PA)
Dayton	Dayton, Timblin, Kittanning and Rural Valley
Delmont	Delmont, Export, Harrison City, Greensburg (Verizon PA), and New Alexandria
Driftwood	Driftwood and Emporium
East Brady	East Brady, Kittanning, Petrolia, and Rimersburg

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3.3 Exchange Service Areas – (CONTINUED)

3.2.14 Windstream Pennsylvania, LLC (cont'd)

Originating Exchanges

Local Calling Areas

Elderton	Elderton, Kittanning and Indiana (Verizon PA)
Emporium	Emporium and Driftwood
Enon Valley	Enon Valley, Beaver Falls (Verizon PA), Darlington, New Castle, and Rochester
Export	Export, Harrison City, and Delmont.; Pittsburgh Suburban Zone 21 (Penn Hills), Pittsburgh Suburban Zone 22A (Turtle Creek), and Pittsburgh Suburban Zone 22B (Monroeville) (Verizon PA);
Ford City	Ford City, Kittanning and Worthington
Fredericktown	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Marianna (Marianna and Scenery Hill Tel. Co.)
Fredonia	Cochranton, Fredonia, Greenville (Verizon PA), Sandy Lake, Sheakleyville, and Mercer (Verizon PA)
Glasgow	Coalport, Glasgow, and Altoona (Verizon PA)
Graysville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Greensboro	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Mt. Morris W. Va., and Rices Landing and Waynesburg
Guys Mills	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Harrison City	Export, Harrison City, Delmont, Irwin, Jeannette and Pittsburgh Suburban Zone 22B (Monroeville) (Verizon PA)
Hawthorn	Hawthorn, New Bethlehem and Summerville
Hazen	Hazen, Brockway, Brookville, Corsica, Dubois (Verizon PA), Sigel, and Summerville
Hughesville	Hughesville, Muncy, and Williamsport
Jamestown	Jamestown, Conneaut Lake, Linesville, Meadville, Westford, and Greenville (Verizon PA)
Jefferson	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Waynesburg
Johnsonburg	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kersey	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kittanning	East Brady, Elderton, Ford City, Kittanning, Rural Valley, Templeton, Worthington, and Dayton
Knox	Knox, Callensburg, Clarion (Verizon PA), Rockland, Shippenville, and Venus (Venus Tel. Co.)
Lansford	Lansford, Nesquehoning and Tamaqua (Verizon PA)
Leechburg	Apollo, Leechburg, New Kensington (Verizon PA), and Vandergrift (Verizon North)
Linesville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Luthersburg	Luthersburg, Dubois (Verizon PA), and Sykesville (Verizon PA)
Meadville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Meadville, Saegertown, Linesville, Townville, Cambridge Springs (Verizon North)

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3.2 Exchange Service Areas – (CONTINUED)

3.2.14 Windstream Pennsylvania, LLC (cont'd)

Originating Exchanges

Local Calling Areas

Midway	Midway, Burgettstown (Verizon PA), and McDonald (Verizon PA)
Montgomery	Montgomery, Muncy, Watsonstown, and Williamsport (Verizon PA)
Mount Morris	Bobtown, Carmichaels, Greensboro, Core, Mt. Morris, Mt. Morris, W. Va., and Waynesburg
Muncy	Hughesville, Montgomery, Muncy, and Williamsport (Verizon PA)
New Alexandria	Delmont, Greensburg (Verizon PA), Latrobe (Verizon PA), and New Alexandria
New Bethlehem	New Bethlehem, Sligo, and Hawthorn
New Freeport	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, Blacksville W. Va., and Hundred, W. Va.
Penfield	Penfield, Weedville, and DuBois (Verizon PA)
Port Matilda	Port Matilda, Warriors Mark, Bellefonte, (Verizon PA), and State College (Verizon PA)
Rices Landing	Carmichaels, Fredericktown, Greensboro, Jefferson, and Rices Landing
Richeyville	Bentleyville (Bentleyville Tel. Co.), Marianna, Scenery Hill, (Marianna and Scenery Hill Tel. Co.), Richeyville, Brownsville, California, Fredericktown, and Washington (Verizon PA)
Ridgway	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Rimersburg	Rimersburg, Callensburg, Clarion (Verizon PA), East Brady, and Sligo
Rockland	Rockland, Emlenton (CenturyLink), Franklin (Verizon North), Knox, and Oil City (Verizon North)
Rogersville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Rural Valley	Dayton, Kittanning and Rural Valley
Saegertown	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Townville, Cambridge Springs (Verizon North) and Saegertown
Saint Marys	Johnsonburg, Kersey, Ridgway, Saint Marys, Weedville, and Wilcox
Sandy Lake	Cochranton, Fredonia, Sandy Lake, and Sheakleyville
Sheakleyville	Cochranton, Fredonia, Sandy Lake, Sheakleyville, and Greenville (Verizon PA)
Sheffield	Sheffield and Warren (Verizon PA)
Shippenville	Shippenville, Clarion (Verizon PA), Knox, and Venus (Venus Tel. Co.)
Sigel	Sigel, Brookville, Corsica, Hazen, and Summerville
Sligo	New Bethlehem, Sligo, Callensburg, Rimersburg; and Clarion (Verizon PA)
Spraggs	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Strattanville	Strattanville, Clarion (Verizon PA), and Corsica
Summerville	Summerville, Brookville, Corsica, Hawthorn, Hazen and Sigel
Templeton	Kittanning and Templeton

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3.2 Exchange Service Areas – (CONTINUED)

3.2.14 Windstream Pennsylvania, LLC (cont'd)

Originating Exchanges Local Calling Areas

Timblin	Timblin, Dayton, Hawthorn, New Bethlehem and Punxsutawney (Verizon PA)
Townville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, Spartansburg, Townville, Lincolnville, and Titusville (Verizon North)
Turbotville	Turbotville, Watsonstown, and Washingtonville (Verizon PA)
Warriors Mark	Warriors Mark, Port Matilda, Tyrone, and State College (Verizon PA)
Watsonstown	Montgomery, Turbotville; Milton (Verizon PA), Lewisburg and Watsonstown
Waynesburg	Brave, Carmichaels, Graysville, Mount Morris, New Freeport, Rogersville, Spraggs, Blacksville, W. Va., and Waynesburg
Weedville	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, Wilcox, and Penfield
Westford	Conneaut Lake, Jamestown, Linesville, Meadville, and Westford
West Springfield	West Springfield, Albion, Erie, Fairview, and Girard (Verizon North)
Wilcox	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Worthington	Butler (CenturyLink), Ford City, Kittanning, and Worthington

3.2.15 Buffalo Valley Telephone Company

Originating Exchanges Local Calling Areas

Lewisburg	Lewisburg, Mifflinburg, Milton (Verizon)
Mifflinburg	Lewisburg, Mifflinburg, Milton (Verizon)

3.2.16 Citizens Telephone Company of Kecksburg

Originating Exchanges Local Calling Areas

Kecksburg	Greensburg (Verizon PA), Kecksburg, Latrobe (Verizon PA), Mt. Pleasant (Verizon PA)
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3.2.17 Citizens Telecommunications Company of New York

Originating Exchanges Local Calling Areas

Little Meadows	Appalachin (New York), Endicott (New York Verizon), Owego (New York Verizon), Little Meadows
Quaker Lake	Binghamton (New York Verizon), Hawleytown (New York), Quaker Lake

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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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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
<i>For moves, changes or additions</i>	\$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.

	<i>Installation Charge</i>	<i>Monthly Recurring</i>
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

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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

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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

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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 ¹	\$15.59	\$14.66

¹ 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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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 Commission. 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.

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CERTIFICATE OF SERVICE

I, Elizabeth M. McKeever, of full age, hereby certify that, on September 16, 2015, I caused a copy of the foregoing amendments to Barr Tell USA, Inc.'s Application Form for Approval of Authority to be served, via Certified Mail, 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

Verizon Pennsylvania, Inc.

Stephanie Ulrich
Strawberry Square, 12th Floor
Harrisburg, PA 17101

Verizon North Inc.

Stephanie Ulrich
Strawberry Square, 12th Floor
Harrisburg, PA 17101

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Elizabeth M. McKeever

Dated: September 16, 2015

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BEVAN MOSCA GIUDITTA
222 MOUNT AIRY ROAD
SUITE 200
BASKING RIDGE, NJ 07920
UNITED STATES US

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PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
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HARRISBURG PA 17120

(717) 772-7777

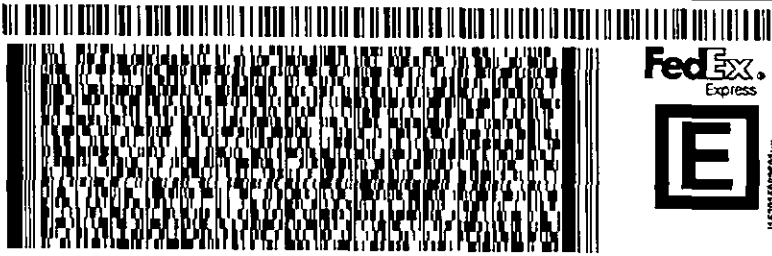
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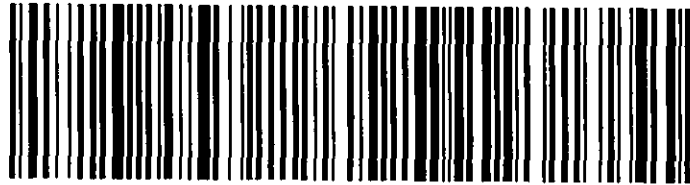


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