

June 8, 2011

Via Overnight Delivery

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**Re: Zayo Group, LLC - Initial Tariffs**  
**Docket Nos. A-2011-2224351, A-2011-2224412, A-2011-2224413 and**  
**A-2011-2224414**

Dear Mr. McNulty:

On behalf of Zayo Group, LLC ("Zayo"), enclosed for filing are an original and three (3) copies of Zayo's initial compliance tariffs for the provision of resold and facilities-based interexchange and local exchange services, designated as Telephone Pa. P.U.C. Tariff No. 1 (Competitive Local Exchange Services); Telephone Pa. P.U.C. Tariff No. 2 (Switched Access Services) and Telephone Pa. P.U.C. Tariff No. 3 (Competitive Access Provider Services). Zayo was granted permanent authority to provide telecommunications services within Pennsylvania by Order entered April 29, 2011 in the above referenced dockets.

The enclosed tariffs have been revised in accordance with the deficiencies outlined in Appendix A of the above referenced Order. Included with this transmittal is a copy of Appendix A, with notations specifying the page(s) on which the requested deficiencies have been made, to the extent that they differ from the referenced page numbers. In addition to the requested modifications, changes have been made to the tariffs as follows:

These tariffs are being filed to become effective on at least one (1) day's notice bearing an issued date of June 9, 2011 and an effective date of June 10, 2011. As specified and in compliance with the Order, included herewith is a Certificate of Service, indicating that the initial tariffs have been served upon the same entities that received service of the original application.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 373-6000.

Respectfully submitted,



Brett P. Ferenchak

Counsel for Zayo Group, LLC

RECEIVED

JUN - 8 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Bingham McCutchen LLP  
2020 K Street NW  
Washington, DC  
20006-1806

T +1.202.373.6000  
F +1.202.373.6001  
bingham.com

**Zayo Bandwidth, LLC**  
**Docket Numbers A-2009-2089443, A-2009-2089444, A-2009-2089445**

ATTACHMENT 1  
Appendix A to Order Entered on April 29, 2011

**Zayo Group, LLC**

Docket Nos. A-2011-2224351; A-2011-2224412; A-2011-2224413; A-2011-2224414

**Tariff deficiencies noted – CLEC Local Tariff (A-2011-2224412, A-2011-2224413, A-2011-2224414), Tariff No. 1**

1. **Title Page:** Need to change “The United Telephone Company of Pennsylvania d/b/a Embarq” to read “The United Telephone Company of Pennsylvania d/b/a CenturyLink on both the Title Page and throughout the tariff.

*Correction made on Title Page and Pages 4, 46, 56, 61, and 90-92.*

2. **Title Page:** Need to change “Verizon North Inc.” to read “Verizon North LLC” on both the Title Page and throughout the tariff.

*Correction made on Title Page and Pages 4 and 46.*

3. All Pages: Enter issued and effective dates as per ordering paragraph.
4. **Original Page 3, Table of Contents:** Need to delete “Service” under 3.4 Directory Assistance to reflect what is listed in the tariff.
5. **Original Pages 8-11, Definitions:** Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these definitions are used: “Installation Charge,” “Local Service Area,” “Service Order Cancellation,” and “Trunk Group.”

*Installation Charge is referenced not specifically as "installation charge" but referenced as "charges for installation" (See Page 25, Section 2.5.1). Added a specific reference to Installation Charge on Page 25, Section 2.5.1.*

*Local Service Area is referenced at Page 41, Section 3.3.*

*Service Order Cancellation - There are references to cancelling orders, but just not in the exact phrase as listed in the definitions. (See Page 24, Section 2.4 and Page 25, Section 2.5.1). Added a specific reference to Service Order Cancellation on Page 24, Section 2.4 and Page 25, Section 2.5.1.*

*Trunk Group has been removed from the definitions.*

6. **Liability:** Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>.

*These provisions are compliant with 52 Pa. Code §69.57 since they do not exclude direct or actual damages. Further, the liability provisions in this tariff are the same as the ones in Tariff No. 1 of Zayo's subsidiary, Zayo Bandwidth, LLC. There do not*

**Zayo Group, LLC**Docket Nos. A-2011-2224351; A-2011-2224412; A-2011-2224413; A-2011-2224414

---

*appear to be any changes to the PA Code that is referenced since the filing of the Zayo Bandwidth, LLC Tariff No. 1, which was allowed to take effect without change, so no changes were made to the Section 2.1 of the Zayo tariff.*

7. **Original Page 47, Section 4.1:** In the Local Calling Area for “Annville” the parenthesis needs to be deleted after “Jonestown.”
8. **Original Page 50, Section 4.1:** Need to delete the line between Center Point Originating Exchange and Local Area.
9. **Originating Page 55, Section 4.1:** Need to delete the lines between Exton Originating Exchange and Local Area and Local Area and Metropolitan Area.
10. **Original Page 60, Section 4.1:** Need to add “Lebanon” and “Mt. Gretna” to Lebanon’s Local Calling Area.
11. **Original Page 90, Section 4.3:** Need to add a line between “Harrisville” and “Hewitt” Exchanges.

**Zayo Group, LLC**

Docket Nos. A-2011-2224351; A-2011-2224412; A-2011-2224413; A-2011-2224414

**Tariff deficiencies noted – CLEC Switched Access Tariff (A-2011-2224412, A-2011-2224413, A-2011-2224414), No. 2**

1. **Title Page:** Need to change “The United Telephone Company of Pennsylvania d/b/a Embarq” to read “The United Telephone Company of Pennsylvania d/b/a CenturyLink on both the Title Page and throughout the tariff.

*Correction made on Title Page and Pages 62, and 90-92.*

2. **Title Page:** Need to change “Verizon North Inc.” to read “Verizon North LLC” on both the Title Page and throughout the tariff.

*Correction made on Title Page.*

3. **All Pages:** Enter issued and effective dates as per ordering paragraph.
4. **Original Pages 8-11, Definitions:** Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these definitions are used: “DS-3,” “Installation Charge,” “Point of Termination,” and “Service Order Cancellation.”

*DS-3 is included in the definitions and the reference in the tariff is to DS3 (See Page 62, Section 7.1.3B)*

*Installation Charge is referenced not specifically as "installation charge" but referenced as "charges for installation" (See Page 25, Section 2.5.1). Added a specific reference to Installation Charge on Page 25, Section 2.5.1.*

*Point of Termination has been removed from the definitions.*

*Service Order Cancellation - There are references to cancelling orders, but just not in the exact phrase as listed in the definitions. (See Page 25, Section 2.5.1 and Page 44, Section 3.5.2). Added a specific reference to Service Order Cancellation on Page 24, Section 2.4 and Page 25, Section 2.5.1.*

**Zayo Group, LLC**

Docket Nos. A-2011-2224351; A-2011-2224412; A-2011-2224413; A-2011-2224414

**Tariff deficiencies noted – CAP (A-2011-2224351), Tariff No. 3**

1. **All Pages:** Enter issued and effective dates as per ordering paragraph.
2. **Original Page 6:** Need to change the definition of “(D)” to read “To Signify Decreased Rate
3. **Original Pages 7-8, Definitions:** Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these definitions are used: “Installation Charge” and “Service Order Cancellation.”

*Installation Charge is referenced not specifically as "installation charge" but referenced as "charges for installation" (See Page 8 - Definition of "Non-Recurring Charge," Page 11, Section 2.2.6 and Page 25, Section 2.11.1). Added a specific reference to Installation Charge on Page 8 - Definition of "Non-Recurring Charge," Page 11, Section 2.2.6, Page 25, Section 2.11.1 and Page 30, Section 4.1. Charges are also specified in Section 4.1 and 4.3.*

*Service Order Cancellation - There are references to cancelling orders, but just not in the exact phrase as listed in the definitions. (See Page 25, Section 2.11.1). Added a specific reference to Service Order Cancellation on Page 25, Section 2.11.1.*

4. **Liability:** Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>.

*These provisions are compliant with 52 Pa. Code §69.57 since they do not exclude direct or actual damages. Further, the liability provisions in this tariff are the same as the ones in the Tariff No. 3 of Zayo's subsidiary, Zayo Bandwidth, LLC. There do not appear to be any changes to the PA Code that is referenced since the filing of the Zayo Bandwidth, LLC Tariff No. 3, which was allowed to take effect without change, so no changes were made to the Section 2.3 of the Zayo tariff.*

**Zayo Bandwidth, LLC**  
**Docket Numbers A-2011-2224412, A-2011-2224413, A-2011-2224414**

ATTACHMENT 2  
Telephone Pa. P.U.C. Tariff No. 1 (Competitive Local Exchange Services)  
Initial Compliance Tariff

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

ZAYO GROUP, LLC  
COMPETITIVE LOCAL EXCHANGE CARRIER

Regulations and Schedule of Charges  
For Business and Enterprise Service

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, 185B and 185C; Verizon North LLC Telephone Pa. P.U.C. Nos. 1, 3, 5 and 6; and The United Telephone Company of Pennsylvania d/b/a CenturyLink, Telephone Pa. P.U.C. No. 27.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business located at 400 Centennial Parkway, Suite 200, Louisville, Colorado 80027.

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

---

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original*	39	Original*	78	Original*
1	Original*	40	Original*	79	Original*
2	Original*	41	Original*	80	Original*
3	Original*	42	Original*	81	Original*
4	Original*	43	Original*	82	Original*
5	Original*	44	Original*	83	Original*
6	Original*	45	Original*	84	Original*
7	Original*	46	Original*	85	Original*
8	Original*	47	Original*	86	Original*
9	Original*	48	Original*	87	Original*
10	Original*	49	Original*	88	Original*
11	Original*	50	Original*	89	Original*
12	Original*	51	Original*	90	Original*
13	Original*	52	Original*	91	Original*
14	Original*	53	Original*	92	Original*
15	Original*	54	Original*	93	Original*
16	Original*	55	Original*	94	Original*
17	Original*	56	Original*	95	Original*
18	Original*	57	Original*	96	Original*
19	Original*	58	Original*	97	Original*
20	Original*	59	Original*	98	Original*
21	Original*	60	Original*	99	Original*
22	Original*	61	Original*	100	Original*
23	Original*	62	Original*	101	Original*
24	Original*	63	Original*	102	Original*
25	Original*	64	Original*	103	Original*
26	Original*	65	Original*	104	Original*
27	Original*	66	Original*	105	Original*
28	Original*	67	Original*	106	Original*
29	Original*	68	Original*		
30	Original*	69	Original*		
31	Original*	70	Original*		
32	Original*	71	Original*		
33	Original*	72	Original*		
34	Original*	73	Original*		
35	Original*	74	Original*		
36	Original*	75	Original*		
37	Original*	76	Original*		
38	Original*	77	Original*		

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

LIST OF MODIFICATIONS

**RESERVED FOR FUTURE USE**

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

TABLE OF CONTENTS

TITLE SHEET

CHECK SHEET ..... 1

LIST OF MODIFICATIONS..... 2

TABLE OF CONTENTS ..... 3

CONCURRING CARRIERS ..... 5

CONNECTING CARRIERS..... 5

OTHER PARTICIPATING CARRIERS..... 5

EXPLANATION OF SYMBOLS ..... 6

TARIFF FORMAT ..... 7

SECTION 1 - DEFINITIONS ..... 8

SECTION 2 – RULES AND REGULATIONS ..... 12

    2.1 UNDERTAKING OF THE COMPANY ..... 12

    2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE ..... 20

    2.3 USE OF FACILITIES AND SERVICE ..... 22

    2.4 MINIMUM PERIOD OF SERVICE..... 24

    2.5 PAYMENT FOR SERVICE RENDERED..... 25

    2.6 DEPOSITS AND ADVANCE PAYMENTS..... 26

    2.7 CUSTOMER COMPLAINTS AND BILLING DISPUTES..... 27

    2.8 INSPECTION, TESTING AND ADJUSTMENT ..... 28

    2.9 OBLIGATIONS OF THE CUSTOMER ..... 29

    2.10 RESERVED FOR FUTURE USE ..... 31

    2.11 DISCONNECTION AND TERMINATION OF SERVICE ..... 32

    2.12 UNLAWFUL USE OF SERVICE ..... 35

    2.13 EMERGENCY CALLING..... 36

SECTION 3 -DESCRIPTION OF SERVICES ..... 40

    3.1 PROMOTIONAL OFFERINGS..... 40

    3.2 INDIVIDUAL CASE BASIS ("ICB") OFFERINGS ..... 40

    3.3 LOCAL EXCHANGE SERVICE ..... 41

    3.4 DIRECTORY ASSISTANCE ..... 43

    3.5 CALLER ID BLOCKING..... 44

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

TABLE OF CONTENTS (Cont'd)

SECTION 4 -LOCAL CALLING AREAS.....	46
4.1 VERIZON PENNSYLVANIA.....	47
4.2 VERIZON NORTH.....	84
4.3 UNITED TELEPHONE COMPANY D/B/A CENTURYLINK.....	89
SECTION 5 - SPECIAL ARRANGEMENTS.....	93
5.1 SPECIAL CONSTRUCTION.....	93
5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE.....	96
SECTION 6 - TOLL PRESUBSCRIPTION.....	97
6.1 GENERAL.....	97
6.2 PRESUBSCRIPTION CHARGE APPLICATION.....	98
6.3 END USER CHARGE DISCREPANCY.....	99
6.4 PIC SWITCHBACK OPTION BUSINESS/RESIDENCE.....	100
6.5 RATES.....	100
SECTION 7 - TELECOMMUNICATIONS RELAY SERVICE.....	101
7.1 GENERAL.....	101
7.2 SURCHARGE.....	101
7.3 RATES.....	103
SECTION 8 - RATES AND CHARGES.....	104
8.1 LOCAL EXCHANGE SERVICE.....	104

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

EXPLANATION OF SYMBOLS

- (C) *Indicates a Change*
- (D) *Indicates Rate Decrease*
- (I) *Indicates Rate Increase*

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
  - 1.1
  - 1.1.1
  - 1.1.1.A
  - 1.1.1.A.1
  - 1.1.1.A.1(a)
  - 1.1.1.A.1(a).I
  - 1.1.1.A.1(a).I.(i)
  - 1.1.1.A.1(a).I.(i).1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 1 - DEFINITIONS

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - An operating unit equipped with switching apparatus by means of which telephonic communication is established between telephones connected to it or by the additional aid of trunk lines between the telephones and telephones connected to other central offices.

CHANNEL - A communications path between two or more points of termination.

COMMISSION – Pennsylvania Public Utility Commission.

COMPANY – Zayo Group, LLC or "Zayo"

CUSTOMER - A person, association, partnership, corporation or government agency provided with telephone service by a regulated public utility.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 1 - DEFINITIONS (CONT'D)

EXCHANGE - A unit established by a public utility for the administration of communication services under its specific local exchange service tariff provisions consisting of one or more central offices with associated plant facilities used in furnishing services and having one point designated for the purpose of rating toll calls for customers.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

INDIVIDUAL CASE BASIS (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

INSTALLATION - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

INSTALLATION CHARGE - A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 1 - DEFINITIONS (CONT'D)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL SERVICE AREA - The area within which customers may call without assessment of toll charges.

MESSAGE - A Message is a Call as defined above.

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

NONRECURRING CHARGE - A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 1 - DEFINITIONS (CONT'D)

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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

SERVICE ORDER CANCELLATION - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

This tariff applies to the intrastate services supplied to Customers for originating and termination of traffic to and from facilities and wire centers of Zayo Group, LLC ("Zayo").

This tariff applies only to the extent that services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications. A communications is intrastate only if all points of originating and terminating are located within the Commonwealth of Pennsylvania.

The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.

Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company shall only be responsible for installation, operation and maintenance of the service it provides and the Company 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.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONTD)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company

The Company shall endeavor to provide reasonable service to its customers but does not guarantee perfect service without interruption or damage to property. The Company's liability shall be limited in the event that, while providing reasonable service, a customer experiences service interruption or property damage.

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- 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, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service.
- C. The Company will not be responsible for any lost profits of the Customer or against the Customer by any other party, even if made aware of the possibility of such lost profits.
- D. The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- E. Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.
- F. The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- G. It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- H. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable for, and shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to Acts of God: fire, flood, earthquakes, hurricanes, tornadoes, atmospheric conditions or other phenomena of nature, such as radiation; civil disorders: national emergencies, insurrections, riots or wars; labor problems; strikes, lockouts, or work stoppages. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- I. The company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The company expressly disclaims all such warranties.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- J. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.
- K. The Company shall be indemnified and held harmless by the Customer against:
- (1) any act or omission of:
    - (a) the Customer,
    - (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or
    - (c) common carriers;
  - (2) claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels;
  - (3) patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer; and
  - (4) all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- L. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the *result of gross negligence or a willful act of the Company.*
- M. The Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of communications facilities or the attachment of instruments, apparatus, and associated wiring furnished by Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of the other participating Company's shall be deemed to be agents or employees of Company.
- N. Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- O. The Company shall not be liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - (2) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
  - (3) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
  - (4) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.1.2 Limitation of Liability

- A. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 *Continuity of Service*

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.

2.1.4 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of Company.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 General

The Company shall maintain its entire system in such condition as to make it possible to furnish continuous service, and shall take reasonable measures to prevent interruptions of service and to restore service with a minimum delay if interruptions occur.

- A. Credit allowances for interruptions in service may not be applicable where service is interrupted by the negligence or willful act of the Customer or where the Company suspends or terminates service for non-payment of charges, for unlawful or improper use of the facilities, power, or equipment provided by the Customer. Credit allowances will be credited to the Customer for the part of the service that the interruption affects.
- B. When main service is interrupted for a period of at least 24 hours, Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Section 2.2.1(C), below
  - 1) One-thirtieth of the monthly rate of services and facilities affected by the interruption for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer to Company conditioned that the out-of-service extends beyond a minimum of 24 hours.
  - 2) Two-thirtieth of services and facilities affected by the interruption for each full 24-hour period beyond the first three 24-hour periods. However, in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the services and facilities furnished by Company rendered useless or impaired
- C. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the public utility rendered inoperative or substantially impaired to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.2.2 Limitations of Allowances

No credit allowance will be made for:

- A. interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of equipment or systems provided by the Customer or other;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- G. interruption of service during a time period in which the Company provides a satisfactory replacement service.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
1. Service may be used for any lawful purpose by the Customer.
  2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
  3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is cancelled (Service Order Cancellation) or discontinued by the Customer prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not. When service is cancelled or discontinued by the Customer in any billing period after the minimum period, if any, monthly recurring charges will be pro-rated to the number of days service was provided prior to the cancellation based on a 30 day month. A final bill will be issued within forty-two (42) days of a customer initiated disconnection.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

2.5.1 The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations (Installation Charges), physical changes, expedites, or for cancellation of orders (Service Order Cancellation) are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

2.5.2 The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt. If bills are paid by mail, the date of the post mark will be considered the date of the payment.

A. Except as otherwise provided in subdivision (b) of this Section, interest at the rate of 1.25% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.

B. For billing and collection purposes, every month is considered to have thirty (30) days.

C. When service does not begin on the first day of the month, or end on the last day of the month, service will be furnished and billed on a pro rata basis.

2.5.3 RESERVED FOR FUTURE USE

2.5.4 The charge for a returned check is \$30.00.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 DEPOSITS AND ADVANCE PAYMENTS

- 2.6.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.
- 2.6.2 The Company may require 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. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness. Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded.
- 2.6.3 Interest shall be paid on deposits an are calculated based on the rates of the interest posted for 1-year US Treasury bills for the month of September, October, and November of the previous year. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.7.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer, orally or in writing, within thirty (30) days after such bills are rendered. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Commission. The Commission's address is:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P. O. Box 3265  
Harrisburg, PA 17105-3265  
(800) 692-7380

The Bureau of Consumer Services will have primary jurisdiction over informal complaints arising under this section.

2.7.2 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 INSPECTION, TESTING AND ADJUSTMENT

- 2.8.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.8.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 2.8.3 Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made. The Company may interrupt the service at any time, without liability, because of Customer's departure from any of the rules and regulations in this Tariff.
- 2.8.4 Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

- (A) payment of all charges for services in accordance with this Tariff.
- (B) reasonable care for the equipment of Company on the Customer's premises;
- (C) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
- (D) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer;
- (E) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
- (F) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (G) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. 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;

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.1 (Cont'd)

- (H) 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;
- (I) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.9.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.

2.9.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.9.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.9.5 A customer who wishes to have service discontinued must give at least five (5) days oral or written notice to the Company.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 RESERVED FOR FUTURE USE

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE

2.11.1 Disconnection of Service Without Notice

Zayo shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Zayo or to use the Service for unlawful purposes.

Zayo will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Zayo is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

- A. The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:
- B. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- C. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- D. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- E. Failure to meet the utility's deposit and credit requirements.
- F. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice, in which to make settlement before his service is denied.
- G. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice (CONT'D)

- H. Failure to Comply with Laws. For failure to comply with federal, state or local laws pertaining to telecommunications service.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 UNLAWFUL USE OF SERVICE

- 2.12.1 The services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose. Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.12.2 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others
- 2.12.3 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 Commission regulations, policies, orders, and decisions.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 EMERGENCY CALLING

2.13.1 Glossary of Terms

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

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

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

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

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

**Telephone Company System:** Reference to a service provider's own facilities-based network or, if operating as a non-facilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 EMERGENCY CALLING (CONT'D)

2.13.2 General

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

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

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 EMERGENCY CALLING (CONT'D)

2.13.3 Regulations

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 EMERGENCY CALLING (CONT'D)

2.13.3 Regulations (Cont'd)

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Promotional Offerings

The Company will provide notification in the form of a tariff supplement to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than six (6) months in any rolling twelve month period. Promotional offerings will begin on at least one day notice to the Commission.

3.2 Individual Case Basis ("ICB") Offerings

ICB's will be offered in compliance with the Commission's Order entered on September 30, 1999 in Docket Nos. P-00991648 and P-00991649. The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate. All ICB's will be filed with the Commission.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 LOCAL EXCHANGE SERVICE

Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange.

3.3.1 Connection Charges

The Connection Charge is a nonrecurring charge that applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.3.2 Service Order Charge

A Service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

3.3.3 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 LOCAL EXCHANGE SERVICE (CONT'D)

3.3.4 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

3.3.5 Premises Visit

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premise visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.4 DIRECTORY ASSISTANCE

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.5 CALLER IDENTIFICATION BLOCKING

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory.

Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.5 CALLER IDENTIFICATION BLOCKING (CONT'D)

Customers who use either *per-call blocking* or *line blocking* may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 4 - LOCAL CALLING AREAS

The Company will provide service within the Verizon Pennsylvania, Inc. Verizon North, LLC and United Telephone Company of Pennsylvania d/b/a CenturyLink service territories located in the Commonwealth of Pennsylvania and concurs in the local calling areas defined in the local exchange tariff of the incumbent local exchange company for the geographic area being served. NXXs associated with each particular exchange, zone or local calling area may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. Subject to the availability of facilities, the Company will provide service in the local calling areas defined in Sections 4.1, 4.2 and 4.3 following.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges

Originating Exchange	Local Calling Area
Alexandria	Alexandria, Huntingdon, McConnellstown
Aliquippa Local Area	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pitb. Subn. Zone 16, Rochester
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg, Easton, Emmaus, Hellertown, Ironton, Kutztown, Nazareth, New Smithville, New Tripoli, Northampton, Riegelsville, Slatington, Springtown, Topton
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Ambridge Local Area	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Extended Area	All stations included in Local Area preceding plus – Pittsburgh. Suburban Zone 15, Rochester
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Annville	Annville, Hershey, Jonestown, Lebanon, Mt. Gretna, Palmyra
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Burgettstown, Washington
Avis	Avis, Jersey Shore, Lock Haven, Woolrich
Avondale	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE., Wilmington, DE

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Baden	
Local Area	Aliquippa, Ambridge, Baden, Rochester
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Barnesboro	Barnesboro, Carrolltown, Cherry Tree, Glen Campbell, Hastings, Patton
Bath	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth, Northampton, Slatington
Beaver Falls	Beaver Falls, Darlington, Ellwood City, Enon Valley (Windstream), Hookstown, Midland, Rochester, Wampum, Zelienople
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale, Perkasio, Plumsteadville, Quakertown
Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard, Snow Shoe, Spring Mills, State College, Zion
Belle Vernon	
Local Area	Belle Vernon, California, Charleroi, Donora, Fayette City, Monessen, Monongahela, Perryopolis, West Newton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Bellwood	Altoona, Bellwood, Tyrone
Berwick	Berwick, Bloomsburg, Shickshinny, Wapwallopen
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg, Easton, Hellertown, Ironton, Nazareth, Northampton, Riegelsville, Slatington, Springtown

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
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, Washingtonville
Boalsburg	Bellefonte, Boalsburg, Centre Hall, Spring Mills, State College
Bolivar	Blairsville, Bolivar, New Florence
Bradford	Bradford, Duke Center, Eldred, Mount Jewett, Rew, Smethport, Limestone, NY
Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Buckingham	
Local Area	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Extended Area	All stations included in Local Area preceding plus – Dublin, Line Lexington, Newtown, Phila. Subn. Zone 39, Phila. Subn. Zone 40, Plumsteadville
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Burgettstown	Avella, Burgettstown, McDonald, Midway, Murdocksville, Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Canonsburg	
Local Area	Canonsburg, Hickory, McDonald, McMurray, Pitb. Subn. Zone 13, Washington
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Carbondale	Carbondale, Chapman Lake, Clifford, Forest City, Jermyn, Olyphant, Scranton, Waymart
Carrolltown	Barnesboro, Carrolltown, Ebensburg, Hastings, Patton
Carversville	
Local Area	Bedminster, Buckingham, Carversville, Doylestown, Dublin, New Hope, Plumsteadville, Wycombe
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Catasauqua	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, Ironton, Nazareth, Northampton, Riegelsville, Slatington, Springtown
Catawissa	Bloomsburg, Catawissa, Danville, Elysburg, Numidia
Center Point	
Local Area	Center Point, Collegeville, Harleysville, Lansdale, Phila. Subn. Zone 30, North Wales, Schwenksville
Extended Area	All stations included in Local Area preceding plus – Green Lane, Phila. Subn. Zone 29, Phila Subn. Zone 31, Phila. Subn. Zone 33, Phoenixville, Royersford, Souderton
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Centre Hall	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester Springs	
Local Area	Chester Springs, Eagle, Exton, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford
Extended Area	All stations included in Local Area preceding plus – Collegeville, Downingtown, Glenmoore, Phila. Subn. Zone 29, Phila. Subn. Zone 26, Pottstown, West Chester
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Clairton	
Local Area	Clairton, Elizabeth, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Clarion	Clarion, Knox, Leeper, Shippenville, Sligo, Strattanville
Claysville	Claysville, Washington, West Alexander
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne
Clymer	Clymer, Indiana

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Coatesville	
Local Area	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Collegeville	
Local Area	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
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Donora	
Local Area	Belle Vernon, Charleroi, Donora, Elizabeth, Monessen, Monongahela
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Downingtown	
Local Area	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Doylestown	
Local Area	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Phila. Subn. Zone 45, Plumsteadville, Wycombe
Extended Area	All stations included in Local Area preceding plus – Bedminster, Lansdale, New Hope, Newtown, North Wales, Perkasio, Phila. Subn. Zone 33, Phila. Subn. Zone 38, Phila. Subn. Zone 29, Phila. Subn. Zone 40, Souderton
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Dublin	
Local Area	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasio, Plumsteadville, Quakertown, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
DuBois	Brockway, DuBois, Luthersburg, Penfield, Reynoldsville, Sykesville
Eagle	
Local Area	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Easton	Allentown, Bethlehem, Bloomsbury, NJ, Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ, Riegelsville, Springtown, Upper Black Eddy
East Palestine	East Palestine, Pa., East Palestine, O., New Waterford, O., Rogers, O.
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo, Johnstown
Eldred	Bradford, Duke Center, Eldred, Port Allegheny, Rew, Smethport
Elizabeth	
Local Area	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Extended Area	All stations included in Local Area preceding plus –Finleyville, Pitb. Subn. Zone 12, West Newton
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville, Wampum, Zelenople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Endeavor	Endeavor, Tidioute, Tionesta
Exton Local Area	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis
Finleyville Local Area	Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12
Extended Area	All stations included in Local Area preceding plus – Clairton, Elizabeth, Pitb. Subn. Zone 10
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Fleetwood	Fleetwood, Kutztown, Leesport, Oley, Reading, Topton
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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
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, Glenmoore, Honey Brook, Morgantown, Parkesburg, Pughtown, West Chester
Glenwillard	
Local Area	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasio, Quakertown, Schwenksville, Souderton, Sassamansville
Greensburg	
Local Area	Delmont, Greensburg, Herminie, Jeannette, Kecksburg, Latrobe, New Alexandria, Youngwood
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Greenville	Greenville, Sharpsville, Sheakleyville (Windstream), Transfer
Grove City	Blacktown (CenturyLink), Grove City, Harrisville, Mercer, Wesley
Halifax	Dauphin, Elizabethville, Halifax, Harrisburg Zone 1, Millersburg
Hamburg	Hamburg, Kempton, Leesport, Reading

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Harleysville	
Local Area	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey, Hummelstown, Lewisberry (Commonwealth Tel.), Marysville, Mechanicsburg, Middletown, Shellsville
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey, Hummelstown, Middletown
Hastings	Barnesboro, Carrolltown, Hastings, Patton
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngam-Drums, Freeland, Hazleton, McAdoo, Nuremburg, Weatherly, White Haven
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown
Herminie	
Local Area	Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23
Extended Area	All stations included in Local Area preceding plus – Pitb. Subn. Zone 10, Youngwood, West Newton
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Hollidaysburg	Altoona, Cresson, Hollidaysburg
Homer City	Black Lick, Blairsville, Homer City, Indiana
Honesdale	Beach Lake, Galilee, Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount, South Canaan, Wallenpaupack, Waymart
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills, Honey Brook, Morgantown, Parkesburg
Hookstown	Aliquippa, Beaver Falls, Chester, W. Va., East Liverpool, O., Hookstown, Midland, Rochester, Smiths Ferry
Houtzdale	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey, Hummelstown, Middletown, Palmyra, Shellsville
Huntingdon	Alexandria, Huntingdon, Marklesburg, McConnellstown, Mount Union
Imperial	
Local Area	Imperial, McDonald, Murdocksville, Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Indiana	Black Lick, Blairsville, Clymer, Elderton, Homer City, Indiana, Marion Center, Parkwood
Jeannette	
Local Area	Greensburg, Harrison City, Herminie, Jeannette, Pitb. Subn. Zone 23
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Jermyn	Carbondale, Chapman Lake, Jermyn, Olyphant, Scranton

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval, Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighton, Nesquehoning, Weatherly, White Haven
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE, Newark, DE
Kennett Square	
Local Area	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE Wilmington, DE
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Kingston	Center Moreland, Dallas, Harveys Lake, Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville, Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Kutztown	Allentown, Fleetwood, Kempton, Kutztown, Reading, Topton
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan, Wallenpaupack, Waymart
Lake Como	Lake Como
Lancaster	Intercourse, Lancaster, Landisville, Leola, Lititz, Manheim, Millersville, Mount Joy, Mountville, New Holland, Quarryville, Rawlinsville, Strasburg
Landenberg	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE, Newark, DE, Wilmington, DE

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Landisville	Lancaster, Landisville, Lititz, Manheim, Millersville, Mount Joy, Mountville, Strasburg
Lansdale	
Local Area	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Souderton
Extended Area	All stations included in Local Area preceding plus – Collegeville, Doylestown, Dublin, Green Lane, Perkasio, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Phila. Subn. Zone 38, Phila. Subn. Zone 39, Phila. Subn. Zone 45, Schwenksville
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Latrobe	Blairsville, Derry, Greensburg, Kecksburg, Latrobe, Lebanon, Ligonier, Mt. Gretna, New Alexandria
Lebanon	Annville, Frystown, Hershey, Jonestown, Myerstown, Palmyra, Schaefferstown
Leeper	Clarion, Leeper, Marienville
Leighton	Jim Thorpe, Leighton, Nesquehoning, Palmerton
Lenape	
Local Area	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, Westtown
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Lewistown	Belleville, Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal, Reedsville
Ligonier	Latrobe, Ligonier, Stahlstown
Line Lexington	
Local Area	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 45, Souderton
Extended Area	All stations included in Local Area preceding plus – Buckingham, Phila. Subn. Zone 33, Phila. Subn. Zone 38, Phila. Subn. Zone 39, Plumsteadville
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Lock Haven	Avis, Beech Creek, Jersey Shore, Lock Haven, Mill Hall, Woolrich
Lords Valley	Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack
Lowellville	Bessemer, Hubbard, O., Lowellville, Lowellville, O., New Castle, North Lima, O., Youngstown, O.
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood, Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown
McDonald	
Local Area	Burgettstown, Canonsburg, Imperial, McDonald, Midway, Oakdale, Pitb. Subn. Zone 13
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
McMurray	
Local Area	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
Extended Area	All stations included in Local Area preceding plus the Washington Exchange.
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg, Harrisburg Zone 1, Lewisberry, Mechanicsburg
Mendenhall	
Local Area	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE, Wilmington, DE
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Mercer	Blacktown, Fredonia, Grove City, Mercer, Sharon, Sharpsville, Wesley
Middletown	Elizabethtown, Harrisburg Zone 1, Harrisburg Zone 2, Hershey, Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Millersville	Lancaster, Landisville, Millersville, Mountville, Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg, Mifflinburg, Milton, Northumberland, Sunbury, Washingtonville, Watsontown
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
Monongahela	
Local Area	Belle Vernon, Charleroi, Donora, Elizabeth, Finleyville, Monessen, Monongahela
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Morrisville	
Local Area	Ewing, NJ, Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ, Yardley
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Mortonville	
Local Area	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola, 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	
Local Area	Connellsville, Greensburg, Kecksburg, Mount Pleasant, Scottdale, Youngwood
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown, Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola, Plymouth, Wilkes-Barre
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford, Lehighton, Nesquehoning
New Castle	Bessemer, Ellwood City, New Bedford, New Castle, New Wilmington, Plain Grove, Princeton, Volant, Wampum

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
New Florence	Bolivar, Johnstown, New Florence, Seward
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
New Hope Local Area	Buckingham, Carversville, Doylestown, Lambertville, NJ, New Hope, Newtown, Plumsteadville, Wycombe, Yardley
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
New Kensington Local Area	New Kensington, Pittb. Subn. Zone 20, Springdale, Tarentum
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones in the Pittsburgh Suburban Exchange.
New Philadelphia	Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
New Salem	Brownsville, New Salem, Republic, Uniontown
Newtown Local Area	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Extended Area	All stations included in Local Area preceding plus – Buckingham, Doylestown, Morrisville, New Hope, Phila. Subn. Zone 37, Phila. Subn. Zone 38, Phila. Subn. Zone 39, Phila. Subn. Zone 42, Phila. Subn. Zone 44, Phila. Subn. Zone 45
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton, Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury
North Wales	
Local Area	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Extended Area	All stations included in Local Area preceding plus – Collegetown, Doylestown, Phila. Subn. Zone 31, Phila. Subn. Zone 32, Phila. Subn. Zone 34, Phila. Subn. Zone 38, Phila. Subn. Zone 39, Phila. Subn. Zone 45
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	
Local Area	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Olyphant	Carbondale, Chapman Lake, Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Orwigsburg	Auburn, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Oxford	Avondale, Kemblesville, Kirkwood, Landenberg, Oxford, West Grove

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Palmyra	Annville, Harrisburg Zone 1, Hershey, Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va.
Parquesburg	Atglen, Coatesville, Gap, Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally, Green Lane, Pennsburg, Perkasio, Quakertown, Sassamansville, Souderton
Perkasie	
Local Area	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasio, Plumsteadville, Quakertown, Schwenksville, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Perryopolis	
Local Area	Belle Vernon, Dawson, Fayette City, Perryopolis, Uniontown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Phoenixville	Chester Springs, Colledgeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Local Area	
Extended Area	All stations included in Local Area preceding plus – Center Point, Phila. Subn. Zone 26, Phila. Subn. Zone 30, Pottstown
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Pittston	Harding, Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	
Local Area	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale, Line Lexington, New Hope, Perkasie, Plumsteadville, Quakertown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Plymouth	Kingston, Mountaintop, Nanticoke, Plymouth, Wilkes-Barre
Point Marion	Cheat Lake, Fairchance, Masontown, Point Marion, Morgantown, W. Va., Smithfield, Uniontown
Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
Port Allegany	Eldred, Port Allegany, Roulette, Smethport
Pottstown	Boyertown, Colledgeville, Douglassville, Phoenixville, Pottstown, Pughtown, Royersford, Sassamansville, Schwenksville
Pottsville	Auburn, Frackville, Friedensburg, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Pughtown	
Local Area	Chester Springs, Downingtown, Eagle, Exton, Glenmoore, Green Hills, Morgantown, Phoenixville, Pottstown, Pughtown, Royersford
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Punxsutawney	Big Run, Marchand, Punxsutawney
Quakertown	Bedminster, Dublin, Ferndale, Green Lane, Pennsburg, Perkasie, Plumsteadville, Quakertown, Souderton, Springtown
Reading	Adamstown, Bernville, Birdsboro, Fleetwood, Green Hills, Hamburg, Kutztown, Leesport, Morgantown, Oley, Reading, Robesonia, Topton, Womelsdorf, Yellow House
Renovo	Renovo
Republic	Brownsville, New Salem, Republic, Uniontown
Rew	Bradford, Duke Center, Eldred, Limestone, NY, Rew, Smethport
Reynoldsville	DuBois, Reynoldsville, Sykesville
Riegelsville	Allentown, Bethlehem, Catasauqua, Easton, Ferndale, Hellertown, Milford, NJ, Phillipsburg, NJ, Riegelsville, Springtown, Upper Black Eddy
Rochester	
Local Area	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Roulette	Coudersport, Port Allegany, Roulette
Royersford	
Local Area	Center Point, Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phoenixville, Pottstown, Pughtown, Royersford, Schwenksville
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Russell	Russell, Sugar Grove, Warren, Youngsville
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Saxton	Hopewell, Saxton
Schuylkill Haven	Auburn, Friedensburg, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Schwenksville	
Local Area	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Perkasie, Phila. Subn. Zone 30, Pottstown, Royersford, Sassamansville, Schwenksville, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Scottdale	
Local Area	Connellsville, Dawson, Mount Pleasant, Scottdale
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Scranton	Clarks Summit, Dalton, Factoryville, Hamlin, Jermyn, Lake Ariel, Lake Winola, Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
Shamokin	Elysburg, Kulpmont, Mount Carmel, Shamokin, Sunbury, Trevorton
Sharon	Mercer, Sharon, O., Sharon, PA, Sharpsville, Transfer, West Middlesex
Sharpsville	Greenville, Mercer, Sharon, O., Sharon, PA, Sharpsville, Transfer, West Middlesex
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown, Shenandoah
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton, New Tripoli, Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va., East Liverpool, O., Hookstown, Midland, Rochester, Smiths Ferry
Smock	Brownsville, Smock, Uniontown
Snow Shoe	Bellefonte, Frenchville, Snow Shoe
Souderton	
Local Area	Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Springdale	
Local Area	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale, Hellertown, Milford, NJ, Quakertown, Riegelsville, Springtown, Upper Black Eddy
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda, Spring Mills, State College
Strasburg	Gap, Intercourse, Lancaster, Landisville, Millersville, Quarryville, Rawlinsville, Strasburg
Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg, Stroudsburg, Stroudsburg, NJ
Sugar Grove	Russell, Sugar Grove, Warren, Youngsville
Sunbury	Danville, Elysburg, Milton, Northumberland, Selinsgrove, Shamokin, Sunbury
Sykesville	DuBois, Luthersburg, Reynoldsville, Sykesville
Tamaqua	Lakewood, Lansford, Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	
Local Area	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Tidioute	Endeavor, Tidioute, Tionesta, Warren
Tyrone	Altoona, Bellwood, Tyrone, Warriors Mark
Tionesta	Endeavor, Tidioute, Tionesta
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown
Unionville	
Local Area	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Upper Black Eddy	Easton, Ferndale, Frenchtown, NJ, Milford, NJ, Riegelsville, Springtown, Uhlerstown, 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, Sugar Grove, Tidioute, Warren, Youngsville
Washington	
Local Area	Avella, Buffalo, Canonsburg, Claysville, Hickory, McMurray, Taylorstown, Washington, West Alexander
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville, Washingtonville
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven
West Alexander	Claysville, Washington, West Alexander
West Chester	
Local Area	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 28, West Chester, Westtown
Extended Area	All stations included in Local Area preceding plus – Avondale, Chester Springs, Coatesville, Eagle, Kennett Square, Landenberg, Phila. Subn. Zone 10, Phila. Subn. Zone 11, Phila. Subn. Zone 12, Phila. Subn. Zone 22, Unionville, West Grove
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
West Grove	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Parkesburg, Unionville, West Chester, West Grove, Westtown, Hockessin, DE
West Middlesex	Sharon, Sharon, O., Sharpsville, West Middlesex
West Newton	
Local Area	Belle Vernon, West Newton, Yukon
Extended Area	All stations included in Local Area preceding plus – Donora, Elizabeth, Herminie, Monessen, Mount Pleasant, Perryopolis, Pitb. Subn. Zone 10, Scottdale
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Westtown	
Local Area	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown
Extended Area	All stations included in Local Area preceding plus – Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Mortonville, Phila. Subn. Zone 11, Phila. Subn. Zone 12, Phila. Subn. Zone 22, Phila. Subn. Zone 28, Unionville, West Grove
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
White Haven	Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven
Wilkes-Barre	Center Moreland, Dallas, Harveys Lake, Kingston, Mountaintop, Nanticoke, Nuangola, Pittston, Plymouth, Trucksville, Wilkes-Barre, Wyoming
Williamsport	Jersey Shore, Loyalsock, Oval, Trout Run, Williamsport
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich
Wycombe	
Local Area	Buckingham, Doylestown, New Hope, Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 45, Wycombe
Extended Area	All stations included in Local Area preceding plus – Carversville, Morrisville, Phila. Subn. Zone 37, Phila. Subn. Zone 38, Phila. Subn. Zone 39, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Yardley
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

Originating Exchange	Local Calling Area
Yardley	
Local Area	Ewing, NJ, Morrisville, New Hope, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ, Wycombe, Yardley
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Youngsville	Russell, Sugar Grove, Warren, Youngsville
Youngwood	
Local Area	Greensburg, Mount Pleasant, Youngwood
Metropolitan Area Plus	All stations in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Zelienople	Beaver Falls, Criders Corners, Ellwood City, Evans City, Zelienople

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.1 Philadelphia Exchange Area

Originating Exchange	Local Calling Area
Philadelphia Zone 1	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2	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	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	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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.2 Philadelphia Suburban Exchange Area

Originating Exchange	Local Calling Area
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE, Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE, Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newton Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newton 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-Newton Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newton Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newton 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-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.2 Philadelphia Suburban Exchange Area (Cont'd.)

Originating Exchange	Local Calling Area
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newton 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
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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.2 Philadelphia Suburban Exchange Area (Cont'd.)

Originating Exchange	Local Calling Area
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, Yarley
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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.3 Pittsburgh Exchange Area

Originating Exchange	Local Calling Area
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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.4 Pittsburgh Suburban Exchange Area

Originating Exchange	Local Calling Area
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, 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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.1 Verizon Pennsylvania Exchanges (Cont'd.)

4.1.4 Pittsburgh Suburban Exchange Area (Cont'd.)

Originating Exchange	Local Calling Area
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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.2 Verizon North

Originating Exchange	Local Calling Area
Airville	Brogue, Delta, Red Lion
Auburn	Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Avonmore	Apollo, Saltsburg, Vandergrift
Beach Lake	Galilee, Honesdale, Narrowsburg, NY
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
Central City	Berlin, Johnstown, Somerset, Windber
Chapman Lake	Carbondale, Clark Summit, 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.
Dillsburg	Dover, Harrisburg Zone 1, Mechanicsburg
Dingman's Ferry	Milford/Log Tavern, Montague, NJ
East Berlin	Dover, Hanover, New Oxford, York

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.2 Verizon North (Cont'd)

Originating Exchange	Local Calling Area
Edinboro	Cambridge Springs, Erie, McKean
Elkland	Knoxville, Lawrenceville, Westfield
Emmaus	Allentown, Bethlehem, Ironton
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.
Franklin	Cooperstown, Oil City
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon, Honesdale, Narrowsburg, NY
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Harrison Valley	Ulysses, Westfield
Hershey	Annville, Elizabethtown, Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Hooversville	Boswell, Johnstown, Stoystown, Somerset
Jefferson	Glen Rock, Hanover, 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

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.2 Verizon North (Cont'd.)

Originating Exchange	Local Calling Area
Knoxville	Eikland
Lincolnton	Union City, Spartansburg, Townville
Loganville	Glen Rock, Red Lion, York
Loyalsock	Muncy, Trout Run, Williamsport
Manchester	Dover, York
Mantzville	Lehighton, McKeansburg, Tamaqua
Matamoras	Cuddebackville, NY, Milford/Log Tavern, Montague, NJ, Port Jervis, NY
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
Meyersdale	Berlin, Rockwood, Salisbury, Somerset
Middleburg	Beaver Springs, Mifflinburg, Mount Pleasant Mills, Selinsgrove
Milford/Log Tavern	Cuddebackville, NY, Dingman's Ferry, Matamoras, Montague, NJ, Port Jervis, 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, Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant
North East	Erie, South Ripley, NY, Wattsburg
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont
Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville, Ellwood City

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.2 Verizon North (Cont'd.)

Originating Exchange	Local Calling Area
Red Lion	Brogue, Loganville, York
Robesonia	Bernville, Womelsdorf, Reading
Rockwood	Berlin, Confluence, Meyersdale, Somerset
Sabinsville	Westfield
Salisbury	Confluence, Meyersdale, Grantsville, Md.
Saltsburg	Avonmore
Sayre	Waverly, NY
Schaefferstown	Myerstown, Womelsdorf, Lebanon
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Selinsgrove – Shamokin Dam	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Seward	Johnstown, New Florence
Shellsville	Jonestown, Harrisburg Zone 1, Hummelstown, Hershey
Shohola	Barryville, NY, Milford/Log Tavern
Somerset	Berlin, Boswell, Rockwood, Stoystown
South Fork	Beaverdale, Johnstown
Spartansburg	Corry, Lincolnville, Titusville, Townville
Spring Grove	Hanover, Jefferson, York
Stewartstown	Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only)
Stoystown	Berlin, Boswell, Hooversville, Somerset
Taylorstown	Buffalo, Claysville, Washington
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg
Trout Run	Brookside, Loyalsock, Williamsport
Union City	Corry, Erie, Lincolnville, Waterford, Wattsburg
Vandergrift	Apollo, Avonmore, Leechburg

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.2 Verizon North (Cont'd.)

Originating Exchange	Local Calling Area
Waterford	Erie, Union City, Wattsburg
Wattsburg	Corry, Erie, North East, Union City, Waterford
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md., Meyersdale, Hyndman
Wesley	Clintonville, Harrisville, Grove City, Mercer
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville
Windber	Central City, Johnstown
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading
Wrightsville	Red Lion, York, Columbia
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.3 United Telephone Company d/b/a/ CenturyLink

Originating Exchange	Local Calling Area
Allensville	Allensville, Belleville, Huntingdon (Verizon Pa.), Lewistown
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven, Mill Hall
Belleville	Allensville, Belleville, Lewistown, Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City, Mercer
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, 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, Claysburg, Hollidaysburg, Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster, Marietta, Mount Joy, Mountville, Wrightsville
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
Elizabethtown	Elizabethtown, Columbia, Hershey, Lancaster, Marietta, Mt. Joy, Middletown

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.3 United Telephone Company d/b/a/ CenturyLink (Cont'd)

Originating Exchange	Local Calling Area
Emlenton	Eau Claire, Foxburg, Parker, Rockland (Windstream), Emlenton
Evans City	Butler, Connoquenessing, Criders Corners (North Pittsburgh Tel. Co.), Nixon, Zelenople, Evans City
Everett	Bedford, Breezewood, Clearville, Everett
Fairfield	Emmitsburg, 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, Littlestown, New Oxford
Harrisville	Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley, Harrisville, Grove City
Hewitt	Cumberland, Md., Flintstone, Md. (C & P Tel. Co. of Md.), Hewitt, Oldtown, Md., Ridgeley, W. Va., State Line
Hopewell	Everett, Hopewell, Saxton
Howard	Beech Creek, Bellefonte, Howard, State College, Zion
Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run, Md.
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield
Marietta	Columbia, Elizabethtown, Lancaster, Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon, Marklesburg
Martinsburg	Altoona, Hollidaysburg, Loysburg, Martinsburg, Roaring Spring, Williamsburg
Marysville	Duncannon, Harrisburg Zone 1, Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria, Huntingdon, Mount Union, Marklesburg, McConnellstown
McConnellsburg	McConnellsburg
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.3 United Telephone Company d/b/a CenturyLink (Cont'd.)

Originating Exchange	Local Calling Area
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian
Mifflintown	East Waterford, Lewistown, McAlisterville, Mifflintown, Port Royal, Thompsontown
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown
Mill Hall	Beech Creek, Lock Haven, Mill Hall
Mount Joy	Mount Joy, Columbia, Elizabethtown, Marietta, Mountville, Lancaster, Landisville, Manheim
Mountville	Mountville, Columbia, Marietta, Millersville, Mount Joy, Lancaster, Landisville
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, Hanover, Littlestown, New Oxford, Gettysburg
Newport	Duncannon, Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport
Newville	Carlisle, Newburg, Newville
Nixon	Butler, Connoquenessing, Evans City, Meridian, Nixon, Saxonburg
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington
Orbisonia	Orbisonia, Mt. Union, Shade Gap, Three Springs
Osterburg	Bedford, Claysburg, Fishertown, Osterburg
Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg, Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton, Elwood City, Portersville, Zelenople
Port Royal	East Waterford, Ickesburg, Lewistown, McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect
Reedsville	Belleville, Lewistown, Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills, Richfield

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

COMPETITIVE LOCAL EXCHANGE SERVICE

SECTION 4 - LOCAL CALLING AREAS (CONT'D)

4.3 United Telephone Company d/b/a CenturyLink (Cont'd.)

Originating Exchange	Local Calling Area
Roaring Spring	Altoona, Claysburg, Hollidaysburg, Loysburg, Martinsburg, Roaring Spring
Saint Thomas	Chambersburg, Mercersburg, Saint Thomas
Schellsburg	Bedford, Fishertown, Schellsburg
Shade Gap	Orbisonia, Shade Gap, Three Springs
Shippensburg	Chambersburg, Newburg, Shippensburg
Slippery Rock	Butler, Harrisville, Plain Grove, Portersville, Volant, West Sunbury, Slippery Rock
State Line	Cumberland, Md., Flintstone, Md., Hewitt, Oldtown, Md., Ridgeley, W. Va., State Line
Thompstontown	McAlisterville, Mifflintown, Millerstown, Port Royal, Thompsontown
Three Springs	Orbisonia, Shade Gap, Three Springs, Huntingdon
Volant	Harrisville, Plain Grove, Portersille, Slippery Rock, New Castle, Blacktown, New Wilmington, Volant
Waynesboro	Blue Ridge Summit, Greencastle, Highfield, Md., Waynesboro, Chambersburg
West Sunbury	Butler, Harrisville, North Washington, Slippery Rock, West Sunbury
Williamsburg	Altoona, Hollidaysburg, Martinsburg, Williamsburg
York Springs	Biglerville, Gettysburg, York Springs
Zion	Bellefonte, Howard, State College, Zion

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
 Zayo Group, LLC  
 400 Centennial Parkway, Suite 200  
 Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include: Nonrecurring charges, Recurring charges, Termination liabilities or a combinations of the above.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - Equipment and materials provided or used;
  - Engineering, labor and supervision;
  - Transportation; and
  - Rights of way and/or any required easements.
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- E. License preparation, processing and related fees;
- F. Any other identifiable costs related to the facilities provided; or
- G. An amount for return and contingencies.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination of Liability

A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

1. The period on which the termination liability is based on the term of the service.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation;
- d) Rights of way and/or any required easements.
- e) License preparation, processing and related fees;
- f) Administrative expenses, processing and related fees;
- g) Cost of removal and restoration, where appropriate; and
- h) Any other identifiable costs related to the specially constructed or rearranged facilities.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination Liability (Cont'd)

A. (Cont'd)

3. *The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 5.1.3(A). For example, if the term obligation was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 5.1.3(A), less estimated net salvage.*

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and 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.*

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 6 - TOLL PRESUBSCRIPTION

6.1 General

Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

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

6.1.1 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 6.5 following.

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 6 - TOLL PRESUBSCRIPTION (CONT'D)

6.2 Presubscription Charge Application

6.2.1 End user choices for toll presubscription:

- Designating an intraLATA and interLATAIXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

6.2.2 If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

6.2.3 If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Company that this activity has taken place. Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

6.2.4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 6 - TOLL PRESUBSCRIPTION (CONT'D)

6.3. End User Charge Discrepancy

6.3.1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

6.3.2. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 6 - TOLL PRESUBSCRIPTION (CONT'D)

6.4 PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

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

6.5 Rates and Charges

Each Carrier Change, per line	Nonrecurring Charge \$5.00
-------------------------------	-------------------------------

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 7 - TELECOMMUNICATIONS RELAY SERVICE

7.1 General

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

7.2 Surcharge

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

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

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

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company. The following surcharge rates apply to all customer bills.

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 7 - TELECOMMUNICATIONS RELAY SERVICE (CONT'D)

7.2 Surcharge (Cont'd)

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

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 7 - TELECOMMUNICATIONS RELAY SERVICE (CONT'D)

7.3 Rates

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

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 8 -RATES AND CHARGES

8.1 Local Exchange Service

8.1.1 Business Line Service

A. Message Rate Service

Basic Business Line Service with Touch Tone (Single Line)	\$20.25 Per Month
Per Message Charge	\$ 0.06

B. Flat Rate Service

Basic Business Line Service with Touch Tone (Single Line)	\$32.25 Per Month
--	-------------------

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027



---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 8 -RATES AND CHARGES (CONT'D)

8.1 Local Exchange Service (Cont'd)

8.1.2 Connection Charges

A.	Service Connection Initial establishment	\$33.00 Per Line
B.	Restoral of Service	\$35.00 Per Line
C.	Moves, Add, Changes	\$35.00 Per Line
D.	Premises Visit Each additional 30 minutes	\$112.00 Per Hour \$ 45.00

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027

---

COMPETITIVE LOCAL EXCHANGE SERVICE

---

SECTION 8 -RATES AND CHARGES (CONT'D)

8.1 Local Exchange Service (Cont'd)

8.1.3 Directory Assistance

Allowance Before Usage Charges Apply - per line	0	
Direct Dial - Local and National DA		\$1.00

---

Issued: June 9, 2011

Effective: June 10, 2011

Peter Chevalier, Associate General Counsel  
Zayo Group, LLC  
400 Centennial Parkway, Suite 200  
Louisville, Colorado 80027