



THOMAS, NIESEN & THOMAS, LLC

*Attorneys and Counsellors at Law*

CHARLES E. THOMAS, III  
Direct Dial: 717-255-7611  
cet3@tntlawfirm.com

May 26, 2016

*Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Application of NEP TelCom, Inc. for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania (AMENDED); Docket Nos. A-2016-2543613 (CLEC) & A-2016-2543612 (CAP)

Dear Secretary Chiavetta:

We are counsel to NEP TelCom, Inc. ("Company") in the above matter and are enclosing for filing the Company's Amended Application for Approval to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania as a facilities-based Competitive Local Exchange Carrier ("CLEC"). The Amended Application supersedes the original Application filed with the Commission on April 26, 2016, which sought authority as a CLEC and Competitive Access Provider ("CAP") throughout Pennsylvania.

The Amended Application addresses several deficiencies in the original application, including, among other things, correcting the Company's name (from NEP Telecom, Inc. to NEP TelCom, Inc.) and updating the tariffs. The Amended Application also withdraws the request for CAP authority, and **we, therefore, respectfully request that the Commission terminate Docket No. A-2016-2543612.**

Copies of the Amended Application are being served in accordance with the certificate of service attached to it. If you have questions or require further information, please do not hesitate to contact me.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By

Charles E. Thomas, III

Enclosure

cc: Certificate of Service (w/encl.)  
Mark Lum (TUS) (w/encl.)  
Rick Swiderski (w/encl.)  
Gary Zingaretti (w/encl.)

## CERTIFICATE OF SERVICE

I hereby certify that I have this 26th day of May, 2016, served a true and correct copy of the foregoing Amended Application of NEP TelCom, Inc., upon the persons, listed below, via first class mail, postage prepaid:

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

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

Office of Small Business Advocate  
300 North Second Street, Suite 202  
Harrisburg, PA 17101

Consolidated Communications of PA Co.  
4008 Gibsonia Road  
Gibsonia, PA 15044-9311

Verizon Pennsylvania LLC  
1717 Arch Street  
Floor 3SE  
Philadelphia, PA 191013

Verizon North LLC  
1717 Arch Street  
Floor 3SE  
Philadelphia, PA 191013

Armstrong Telephone Company - North  
One Armstrong Place  
Butler, PA 16001

Armstrong Telephone Company - PA  
1755 Rte. 30  
Clinton, PA 15026

Bentleyville Telephone Company  
d/b/a FairPoint Communications  
1 Davis Farm Road  
Portland, ME 04103

Marianna & Scenery Hill Telephone Company  
d/b/a FairPoint Communications  
1 Davis Farm Road  
Portland, ME 04103

Citizens Telephone Company of Kecksburg  
2748 State Route 982, P.O. Box 156  
Mammoth, PA 15666-0156

Frontier Communications Companies  
37 Dillard Avenue  
New Holland, PA 17557

Citizens Telephone of New York  
Box 217  
26 South Main Street  
Hammond, NY 13646

Hancock Telephone Company  
34 Read Street  
P.O. Box 608  
Hancock, NY 13783

Hickory Telephone Company  
75 Main St.  
Hickory, PA 15340

Ironton Telephone Company  
4242 Mauch Chunk Road  
Coplay, PA 18037

Lackawaxen Telecommunications Services  
104 Hotel Road, P.O. Box 8  
Rowland, PA 18457

Laurel Highland Telephone Company  
4157 Main Street, P.O. Box 168  
Stahlstown, PA 15687

North-Eastern Pennsylvania Telephone Co.  
720 Main Street, P.O. Box D  
Forest City, PA 18421-0150

North Penn Telephone Company  
4145 Route 549  
Mansfield, PA 16933

Palmerton Telephone Company  
465 Delaware Avenue, P.O. Box 215  
Palmerton, PA 18071

Pennsylvania Telephone Company  
191 Middle Road  
Jersey Shore, PA 17740

Pymatuning Independent Telephone Co.  
7 Edgewood Drive  
Greenville, PA 16125-8832

South Canaan Telephone Company  
2175 Easton Turnpike, P.O. Box 160  
South Canaan, PA 18459

TDS/Deposit Telephone Co.  
87 Front Street  
Deposit, NY 13754

TDS/Mahanoy & Mahantango Telephone Co.  
P.O. Box 336, RR1  
Herndon, PA 17830-0336

TDS/Sugar Valley Telephone Co.  
32 E. South Street  
Loganton, PA 17747

United Telephone Company of PA  
d/b/a CenturyLink  
240 N. Third Street, Suite 300  
Harrisburg, PA 17101

Venus Telephone Corporation  
1698 County Line Road, P.O. Box 75  
Venus, PA 16364

West Side Telecommunications  
1449 Fairmont Road  
Morgantown, WV 26501

Windstream Communications Companies  
124 East Main Street, 5<sup>th</sup> Floor  
Ephrata, PA 17522

Yukon Waltz Telephone Company  
4157 Main Street, P.O. Box 168  
Stahlstown, PA 15687

  
\_\_\_\_\_  
Charles E. Thomas, III (PA ID # 201014)

**Application of:**

NEP TelCom, Inc.

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

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

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

**NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421  
Phone: 570-785-3131  
Fax: 570-785-9299**

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

**N/A**

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

**Charles E. Thomas, III, Esquire  
212 Locust Street, Suite 600  
Harrisburg, PA 17101  
Phone: 717-255-7611  
Fax: 717-236-8278**

**3. CONTACTS:**

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

<p><b>Charles E. Thomas, III, Esquire 212 Locust Street, Suite 600 Harrisburg, PA 17101 Phone: 717-255-7611 Fax: 717-236-8278</b></p>	<p><b>Steven D. Tourje 720 Main Street Forest City, PA 18421 Phone: 570-785-3131 Fax: 570-785-9299</b></p>
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**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

**Robert Trusky**  
**720 Main Street**  
**Forest City, PA 18421**  
**Phone: 570-785-3112**  
**Fax: 570-785-9299**  
**Email: rtrusky@nep.net**

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

**Karen Sampson**  
**720 Main Street**  
**Forest City, PA 18421**  
**Phone: 570-785-2251**  
**Fax: 570-785-9299**  
**Email: ksampson@nep.net**

**4. FICTITIOUS NAME:**

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

**5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

- The Applicant is a sole proprietor.
- The Applicant is a:
- General partnership
  - Domestic limited partnership (15 Pa. C.S. §8511)
  - \*Foreign limited partnership (15 Pa. C.S. §8582)
  - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
  - \*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

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

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

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

**5. (Continued)**

The Applicant is a:

- Domestic corporation (15 Pa. C.S. §1306)
- \*Foreign corporation (15 Pa. C.S. §4124)
- Domestic limited liability company (15 Pa. C.S. §8913)
- \*Foreign limited liability company (15 Pa. C.S. §8981)

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

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

**The Applicant is incorporated in the State of Pennsylvania. See Attachment A.**

Give name and address of officers:

**Steven D. Tourje, President  
Rick Swiderski, Vice President  
Tracey L. Vetter, Treasurer  
720 Main Street  
Forest City, PA 18421**

**6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

**See Attachment B for a full list of jurisdictional and non-jurisdictional affiliates.**

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

**The applicant was previously certified to offer competitive local exchange service by the PA PUC in Docket No. A-310913 by Opinion and Order entered July 16, 2001.**

**On September 9, 2005 the Applicant filed an application for approval of the abandonment of its certificate of public convenience. The Company never initiated CLEC service and had no existing customers. In an Order entered October 31, 2005, the PUC approved this discontinuance of service.**

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

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

**8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)**

- The applicant is not presently doing business in Pennsylvania as a public utility. **The applicant has and is not doing business outside of Pennsylvania as a public utility.**

- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
  - Facilities-Based
    - UNE-P
    - Data Only
    - Reseller
- Incumbent Local Exchange Carrier.
- Other (Identify).

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

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
  - Facilities-based
    - UNE-P
    - Data Only
    - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

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

**As a CLEC, the Applicant intends to provide retail local services including point to point dedicated services and local telephone service. Local telephone service will be offered to both business and residential customer. Additional service will be available, including call waiting, caller ID, call return, call forwarding, three way calling and other features. Service will be provisioned primarily through fiber optic technology and other facilities which may be owned or leased from other companies.**

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

**The Company seeks statewide authority to provide telephone service as a Competitive Local Exchange Carrier.**

**See Attachment C for a list of the Incumbent Local Exchange Carriers in whose territory the Company seeks approval in this application.**

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

**The Company will serve both residential and business customers throughout the Commonwealth.**

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

**When initially certified by the PUC, NEP TelCom filed both a local tariff and an intrastate access tariff (PA PUC Nos 1 and 2 respectively). With this filing, the Company proposes PA P.U.C. No. 3 as a replacement for PA PUC No. 1 (local). A copy of this tariff is included herein as See Attachment D. Also included is Attachment E, PA P.U.C. No. 4, a replacement for PA PUC No. 2 (Switched Access Tariff).**

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

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

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

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

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

**NEP TelCom has no revenue or expenses at this time. As such, it will rely on its affiliate The North-Eastern Pennsylvania Telephone Company for financial security. The Applicant refers to and incorporates herein the annual reports of The North-Eastern Pennsylvania Telephone Company and the financial statements contained therein. Accounting records and supporting documentation will be maintained by:**

**Michelle Kotchko  
720 Main Street  
Forest City, PA 18421**

**15. START DATE:** The Applicant proposes to begin offering services within 60 to 90 days of the date of this application.

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

**Not Applicable.**

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

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

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

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

**Not Applicable.**

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

**No entity or individual identified in this Application has been convicted of a crime involving fraud or similar activity.**

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

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

Applicant:

NEP Telcom, INC.

By:

Steven D. Forje

Title:

President.

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

**AFFIDAVIT**

Commonwealth of Pennsylvania :  
: ss.  
County of Susquehanna :

Steven D. Tourje, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the President of NEP TelCom, Inc.;

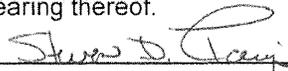
That Affiant is authorized to and does make this affidavit for said corporation;

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

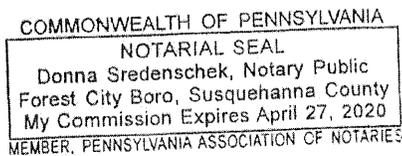
That NEP TelCom, Inc., the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and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

That NEP TelCom, Inc., the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.state.pa.us>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted (see Attachment F).

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 16th day of May, 2016.  
Month Year



  
\_\_\_\_\_  
Signature of official administering oath

My Commission expires April 27, 2020.

23. §1.36 Verification.

## Verification

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*I, Steven D. Tourje, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

5-16-16  
Date

Steven D. Tourje  
Signature

NEP Telecom, Inc.

Attachment A – Corporate Documents

FEB. 16. 1999 4:35PM

DEPT OF STATE CORPORATION BUREAU

NO. 2110 P. 2/4

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

627

NEP TELCOM, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2847065

MICROFILM NUMBER: 09907

0569-0570

FAX# 570-346-3715  
KREDER BROOKS HAILSTONE & LUDWIG  
ATTN: J F ROHRBECK

FEB. 16, 1999 4:36PM

DEPT OF STATE CORPORATION BUREAU  
9907-569

NO. 2110 P. 3/4 @008  
JAN 29 1999

Microfilm Number \_\_\_\_\_  
Entity Number 284706S

Filed with the Department of State on \_\_\_\_\_  
*Kim Duggan*  
Secretary of the Commonwealth  
ACTING

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION  
DSCB:15-1915 (Rev 89)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned bus corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: NEP Telecom, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) 720 Main Street	Forest City	PA	18421	Sesquehanna
Number and Street	City	State	Zip	County

(b) _____	_____
Name of Commercial Registered Office Provider	County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: 15 Pa. C.S. Section 1306

4. The original date of its incorporation is: November 23, 1998

5. (Check, and if appropriate complete, one of the following):

- The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
- The amendment shall be effective on: \_\_\_\_\_

6. (Check one of the following):

- The amendment was adopted by the shareholders pursuant to 15 Pa.C.S. § 1914(a) and (b).
- The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914 (c).

7. (Check, and if appropriate complete, one of the following):

- The amendment adopted by the corporation, set forth in full, is as follows:  
The name of the corporation is: NEP TelCom, Inc.

The amendment adopted by the corporation as set forth in full in Exhibit A, attached hereto and made a part hereof

9907-570

DEL 17 '98

DF 10:12-5915 (REV 90)-2

8. (Check, if the amendment restates the Articles):

     The restated Articles of Incorporation supersede the original Articles and all amendments thereon.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 28<sup>th</sup> day of December, 19 98

NEP Telecom, Inc.

(Name of Corporation)

BY: Edward G. Farnie  
(Signature)

TITLE President

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

18

NEP TELECOM, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2847065

MICROFILM NUMBER: 09885

0197-0198

FAX# 717-346-3715  
KREDER BROOKS HAILSTONE & LUDWIG ESQS  
J F ROHRBECK

DEC. 15. 1998 3:17PM. DEPT OF STATE CORPORATION BUREAU

9805-197

Microfilm Number \_\_\_\_\_

Filed with the Department of State on NOV 23 1998

Entity Number 2847065

*Kim Fitzgerald*  
ACTING Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT  
OF

NEP Telecom, Inc.

Name of Corporation

A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

- Business-stock (15 Pa.C.S. § 1306)  Management (15 Pa.C.S. § 2702)
- Business-nonstock (15 Pa.C.S. § 2102)  Professional (15 Pa.C.S. § 2903)
- Business-statutory close (15 Pa.C.S. § 2303)  Insurance (15 Pa.C.S. § 3101)
- Cooperative (15 Pa.C.S. § 7102)

DSCB:15-1209/2102/2303/2702/2903/3101/7102 (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

The name of the corporation is: NEP Telecom, Inc.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) <u>770 Main Street</u>	<u>Forest City</u>	<u>Pennsylvania</u>	<u>18421</u>	<u>Susquehanna</u>
Number and Street	City	State	Zip	County

(b) c/o: \_\_\_\_\_  
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

- 3. The corporation is incorporated under the provisions of the Business Corporation Law of 1989.
- 4. The aggregate number of shares authorized is: 1000 common no par value (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name	Address
<u>Edward E. Tourie</u>	<u>720 Main Street, Forest City, Pennsylvania 18421</u>

6. The specified effective date, if any, is: upon filing  
 month day year hour, if any

98 NOV 23 11:04

DEC. 15. 1998 3:17PM DEPT OF STATE CORPORATION BUREAU

9825-198

OSCB:13-1006/2702/2303/2702/2503/3101/7102A (Rev 91)-2

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 19 98.

*Edward E. Tourje*

Edward E. Tourje (Signature)

(Signature)

NEP TelCom, Inc.

Attachment B – List of Affiliates

NEP TelCom, Inc.  
Attachment B - Affiliated Entities

Non-Jurisdictional Affiliates		Address	City	St	ZIP
NEP Datavision, Inc.		720 Main Street	Forest City	PA	18421
NEP CellCorp, Inc.		720 Main Street	Forest City	PA	18421
Jurisdictional Affiliates	Ref. Number	Address	City	St	ZIP
NEP Long Distance Company	Docket No. A-310129	720 Main Street	Forest City	PA	18421
The North-Eastern Pennsylvania Telephone Company	Utility Code 312450	720 Main Street	Forest City	PA	18421

NEP TelCom, Inc.

Attachment C – Incumbent Local Exchange Carrier

NEP TelCom, Inc.  
Attachment C - Incumbent Local Exchange Carriers

Armstrong Telephone Company - North
Armstrong Telephone Company - PA
Bentleyville Telephone Company (Fairpoint)
Citizens Telephone Company of Kecksburg
Citizens Telecommunications of New York, d/b/a Frontier Communications of New York
Consolidated Communications Company of Pennsylvania
Frontier Communications - Lakewood
Frontier Communications - Oswayo River
Frontier Communications of Breezewood
Frontier Communications of Canton
Frontier Communications Commonwealth Telephone
Frontier Communications of Pennsylvania
Hancock Telephone Company
Hickory Telephone Company
Ironton Telephone Company
Lackawaxen Telecommunications Services
Laurel Highland Telephone Company
Marianna and Scenery Hill Telephone Company (Fairpoint)
North-Eastern PA Telephone Company, The
North Penn Telephone Company
Palmerton Telephone Company
Pennsylvania Telephone Company
Pymatuning Independent Telephone Company
South Canaan Telephone Company
TDS Deposit Telephone Company
TDS Mahanoy & Mahantango Telephone Company
TDS Sugar Valley Telephone Company
United Telephone Company of PA, d/b/a CenturyLink
Venus Telephone Corporation
Verizon North
Verizon Pennsylvania
West Side Telephone Company
Windstream Buffalo Valley
Windstream Conestoga
Windstream D&E
Windstream Pennsylvania
Yukon Waltz Telephone Company

NEP TelCom, Inc.

Attachment D – Local Service Tariff

NEP TELCOM, INC.  
COMPETITIVE LOCAL EXCHANGE CARRIER  
RESALE AND FACILITIES-BASED TARIFF

Regulations and Schedule of Charges within the service areas of:

Armstrong Telephone Company - North	North Penn Telephone Company
Armstrong Telephone Company - Pennsylvania	North-Eastern Pennsylvania Telephone Company
Bentleyville Telephone Company	Palmerton Telephone Company
Citizens Telephone Company of Kecksburg	Pennsylvania Telephone Company
Citizens Telecommunications of New York	Pymatuning Independent Telephone Company
Consolidated Communications	South Canaan Telephone Company
Deposit Telephone Company	Mahanoy and Mahantango Telephone Company
Frontier Communications - Commonwealth	Sugar Valley Telephone Company
Frontier Communications of Breezewood	United Telephone Company, d/b/a CenturyLink
Frontier Communications of Canton	Venus Telephone Company
Frontier Communications of Lakewood, LLC	Verizon North Inc. ("Verizon North")
Frontier Communications of Oswayo River	Verizon Pennsylvania Inc. ("Verizon PA")
Frontier Communications of Pennsylvania, LLC	West Side Telecommunications
Hancock Telephone Company	Windstream Buffalo Valley Inc. ("BVT")
Hickory Telephone Company	Windstream Conestoga, Inc. ("CTT")
Ironton Telephone Company	Windstream D&E, Inc. ("D&E")
Lackawaxen Telephone Company	Windstream Pennsylvania, LLC (Windstream)
Laurel Highland Telephone Company	Yukon-Waltz Telephone Company
Marianna and Scenery Hill Telephone Company	

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 720 Main Street, Forest City, PA 18421.

The Company will mirror the exchange boundaries as stated in the local exchange tariffs of the incumbent local exchange carriers it is authorized to serve. A list of these local exchange carriers and the applicable tariff references are shown on Page 6 of this tariff.

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 and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

COMPETITIVE LOCAL EXCHANGE CARRIER

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CHECK SHEET

Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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4	Original	38	Original	72	Original
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12	Original	46	Original	80	Original
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21	Original	55	Original	89	Original
22	Original	56	Original	90	Original
23	Original	57	Original	91	Original
24	Original	58	Original	92	Original
25	Original	59	Original	93	Original
26	Original	60	Original	94	Original
27	Original	61	Original	95	Original
28	Original	62	Original	96	Original
29	Original	63	Original	97	Original
30	Original	64	Original	98	Original
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		

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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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720 Main Street  
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COMPETITIVE LOCAL EXCHANGE CARRIER

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

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

- C — To signify changed regulation
- D — To signify decreased rate
- I — To signify increased rate

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

COMPETITIVE LOCAL EXCHANGE CARRIER

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services NEP TelCom, Inc. to Customers within the local exchange service areas of the following Local Exchange Carriers as defined herein. The Company will mirror the exchange area boundaries as stated in the tariffs of:

Incumbent Local Exchange Carrier	Tariff Reference
Armstrong Telephone Company - North	PA P.U.C. No. 2
Armstrong Telephone Company - Pennsylvania	PA P.U.C. No. 10
The Bentleyville Telephone Company	PA P.U.C. No. 6
Windstream Buffalo Valley Inc. ("BVT")	PA P.U.C. No. 9
Citizens Telephone Company of Kecksburg	PA P.U.C. No. 3
Citizens Telecommunications of NY, d/b/a Frontier Communications of NY	PA P.U.C. No. 1
Windstream Conestoga, Inc. ("CTT")	PA P.U.C. No. 12
Consolidated Communications f/k/a North Pittsburgh Telephone Company	PA P.U.C. No. 11
Windstream D&E, Inc. ("D&E")	PA P.U.C. No. 18
Frontier Communications of Brezewood	PA P.U.C. No. 5
Frontier Communications of Canton	PA P.U.C. No. 3
Frontier Communications - Commonwealth Telephone Company ("CTCo")	PA P.U.C. No. 23
Frontier Communications of Lakewood, LLC ("Frontier – Lakewood")	PA P.U.C. No. 5
Frontier Communications of Oswayo River	PA P.U.C. No. 5
Frontier Communications of Pennsylvania, LLC ("Frontier – PA")	PA P.U.C. No. 14
Hancock Telephone Company	PA P.U.C. No. 1
Hickory Telephone Company	PA P.U.C. No. 6
Ironton Telephone Company	PA P.U.C. No. 2
Lackawaxen Telephone Company	PA P.U.C. No. 2
Laurel Highland Telephone Company	PA P.U.C. No. 3
Marianna and Scenery Hill Telephone Company	PA P.U.C. No. 6
North Penn Telephone Company	PA P.U.C. No. 2
The North-Eastern Pennsylvania Telephone Company	PA P.U.C. No. 9
Palmerton Telephone Company	PA P.U.C. No. 5
Pennsylvania Telephone Company	PA P.U.C. No. 2
Pymatuning Independent Telephone Company	PA P.U.C. No. 5
South Canaan Telephone Company	PA P.U.C. No. 7
TDS Telecom / Deposit Telephone Company ("Deposit")	PA P.U.C. No. 1
TDS Telecom / Mahanoy and Mahantango Telephone Company ("TDS M&M")	PA P.U.C. No. 5
TDS Telecom / Sugar Valley Telephone Company ("Sugar Valley")	PA P.U.C. No. 3
United Telephone Company, d/b/a CenturyLink ("CenturyLink")	PA P.U.C. No. 27
Venus Telephone Company	PA P.U.C. No. 1
Verizon Pennsylvania Inc. ("Verizon PA")	PA P.U.C. No. 180A, 182, 182A, 185B, 185C
Verizon North Inc. ("Verizon North")	PA P.U.C. No. 1,3,5,6
West Side Telephone Co., d/b/a West Side Telecommunications	PA P.U.C. No. 3
Windstream Pennsylvania, LLC (Windstream)	PA P.U.C. No. 7
Yukon-Waltz Telephone Company	PA P.U.C. No. 2

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Steven D. Tourje, President  
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720 Main Street  
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COMPETITIVE LOCAL EXCHANGE CARRIER

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1. **Definitions**

Certain terms used generally throughout this tariff are defined below:

**Account Codes:** Allows a User to allocate local calls to a digital, non-verified account code.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Call Forward Busy:** Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer:** Automatically routes incoming calls to a designated answering point when the called line does not answer within a predetermined number of rings.

**Call Forward Variable:** Automatically routes incoming calls to a designated answering point, regardless of whether the user's station is idle or busy.

**Call Hold:** Allows the User to hold one call for any length of time provided that neither party goes On Hook.

**Call Park:** Allows a User to "park" a call against their directory number within the business group and "Unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Pickup:** Allows a User to answer incoming calls to another Station line within a defined Call Pickup Group. Call Pickup is provided as either Group Call Pickup, where pre-designated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Call Transfer/Consultation/Conference:** Provides the capability to transfer or add a third party, using the same line.

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720 Main Street  
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COMPETITIVE LOCAL EXCHANGE CARRIER

---

1. **Definitions** (Cont'd)

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Calling Number Delivery:** Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking:** Blocks the delivery of the number to the called party on a per call basis.

**Class of Service (COS):** Used to prevent a Station from dialing certain codes and numbers

**Company:** NEP TelCom, Inc.

**Commission:** The Pennsylvania Public Utility Commission (PA P.U.C.)

**Conference/Six-Way:** The User can sequentially call up to five other people and add them together to make up a six way call.

**Customer:** The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Customer Group Dialing Plan:** A dialing scheme shared by the members of a Customer Group, such as 4-digit internal dialing.

**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

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COMPETITIVE LOCAL EXCHANGE CARRIER

---

1. **Definitions** (Cont'd)

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modified Final Judgment entered by the United States District Court for the District of Columbia in a Civil Action No. 82-0192 for the provision and administration of communications service.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

**Local Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Non-recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** Denotes the active condition of a telephone exchange service line.

**On-Hook:** Denotes the idle condition of a telephone exchange service line.

**Presubscription:** An arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for InterLATA calls. This IXC is referred to as the end user's predesignated IXC.

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

---

1. **Definitions** (Cont'd)

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and the acceptance thereof 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.

**Services:** The Company's telecommunication services offered on the Company's network.

**Speed Call:** Provides a user with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

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

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish telecommunication services in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania under the terms of this tariff.

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer in writing, no less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard of the State's choice of laws provision.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8.

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Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer; normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

---

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NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customer facilities or equipment used for or with the services the Company offers.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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Steven D. Tourje, President  
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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

---

ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

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COMPETITIVE LOCAL EXCHANGE CARRIER

---

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facility, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with services provided by the Company.

2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.13 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

2.1.5 Notification of Service-Affecting Activities

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

---

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720 Main Street  
Forest City, PA 18421

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Where construction is not required, the Company will provide facilities in accordance with Chapter 64 of the Pennsylvania Administrative Code 52.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer premises for use in connections with the services the Customer offers shall not be used for any purpose other than that for which the Company provided it.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-Routine Installation

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

2.1.8 Ownership of Facilities

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications Service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.1.10 Lifeline Services

Lifeline Service is a federally funded program established to provide monthly assistance to residential low income households who qualify for this service in accordance with the regulations set forth in Section 3.8.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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2. Regulations (Cont'd)

2.2 Prohibited Uses (Cont'd)

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogated to the Company's right of recovery of damages to the extent of such payment.

providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

- (d) obtaining, maintaining, and other otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1. Any 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,

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General (Cont'd)

or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating, or allowing to be placed, or maintain any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, Including reasonable attorney's fees for:

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

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

of a service may be required, however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

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

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may take such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 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 7 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges Incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collections of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-recurring Charges are due at least 20 days from the date of the invoice to the customer, in accordance with 52 PA Code, Chapter 64.12.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished, will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. The Company will not mail or deliver any notice of suspension until at least 5 days after the due date.

2.5.2.5 A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company, either orally or in writing, of any disputed items on a bill within 30 days of the date on the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the customer registers the dispute with the Company. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Advanced Payments

To safeguard its interests, the Company may require a Customer (Business or Residential) to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-recurring Charge(s) and three month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also Include an amount equal to the estimated Non-recurring Charge(s) for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 When an applicant's credit is not established, or when the credit of an existing customer has become doubtful, in accordance with the credit standards at 52 PA Code, Chapters 64.32 or 64.35, a security deposit may be required by the Company. The deposit requested will be in cash or the equivalent of cash, and will 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. The deposit will not exceed an amount equal to:

2.5.5.1.1 ***For new applicants with minimum payment periods of one month.*** The estimated average 2-month bill for basic service plus the average 2-month toll charges for existing residential customers in the applicant's exchange during the immediately preceding 12-month period. Deposits may be adjusted to maintain a level equal to the estimated average 2-month bill. No more than one half of the deposit amount may be required prior to the provision of service with the balance of the deposit due no less than 30 days from the initial deposit payment; or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.1 (Cont'd)

2.5.5.1.2 *For existing customers with minimum payment periods of month.* The customer's average 2-month bill, including toll charges, during the preceding 12-month period. Deposits may be adjusted to maintain a level equal to the average 2-month bill. The deposit shall be paid within 20 days of the request for deposit; or

2.5.5.1.3 *For customers with minimum payment periods of more than one month.* The charges that would apply for the minimum payment period for a service or facility, except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payment in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time.

2.5.5.2 Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.3 A deposit may be required in addition to an Advance Payment. For residential service, Advance Payments would cover the construction of facilities and furnishing of special equipment and or temporary service for short-term use.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.4 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, as its option, return the deposit or credit it to the Customer's account, provided the customer has satisfied the requirements under 52 PA Code, Chapter 37. In this case, the customer may elect to have the deposit applied to reduce bills for telephone service instead of a cash refund.

2.5.5.5 Deposits held will accrue interest at a rate specified by the Pennsylvania Public Utility Commission in 52 PA Code, Chapter 64.41.

2.5.6 Suspension or Discontinuance of Service

2.5.6.1 The Company may suspend the furnishing of any and/or all services to a Customer with at least 7 days written notice for any of the following reasons in accordance with 52 PA Code, Chapter 64.61, without incurring any liability:

2.5.6.1.1 Non-payment of any past due (at least 5 days after due date) and undisputed amounts or for non-payment of a bill for services; or

2.5.6.1.2 Failure of the Customer to comply with a request made by the Company for a security deposit or establish credit for the payment of services in accordance with Section 2.5.5; or

2.5.6.1.3 Fraud or misrepresentation of identity to obtain telephone service and/or establish credit; or

2.5.6.1.4 Use of service in such a manner as to interfere with the service of others; or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Suspension or Discontinuance of Service (Cont'd)

2.5.6.1 (Cont'd)

2.5.6.1.5 Violation of tariff provisions so as to threaten the safety of a person or the integrity of the service delivery system of the Company; or

2.5.6.1.6 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service or

2.5.6.1.7 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation or

2.5.6.1.8 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.

2.5.6.2 The Company may suspend the furnishing of any and/or all services to a Customer immediately, and without notice, if the Company deems that such action is necessary to protect its personnel, agents, facilities or services against harm, in accordance with 52 PA Code, Chapter 64.75, without incurring any liability.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Suspension or Discontinuance of Service (Cont'd)

2.5.6.3 The Company may discontinue the furnishing of any and/or all services to a Customer, without incurring any liability, when at least 10 days have passed since the suspension of service and the Customer has failed to pay a reconnection fee and to remedy the original reasons for suspension, as covered in Sections 2.5.6.1 and 2.5.6.2, due to any of the following reasons:

2.5.6.3.1 Failure to make satisfactory arrangements to pay arrearages; or

2.5.6.3.2 Failure to post a deposit or otherwise establish credit; or

2.5.6.3.3 Failure to meet the requirements of a payment agreement; or

2.5.6.3.4 Failure to give adequate assurances that an unauthorized use or practice will cease.

2.5.6.4 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.3, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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2. Regulations (Cont'd)

2.6 Allowance for Interruptions of Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the is reported to, or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

The following schedule of allowances shall apply, except for conditions defined in Section 2.6.2:

- (a) 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the company to the extent of being useless for each of the first three (3) full 24 hour periods during which the interruption continues after notice by the customer to the Company if the out-of-service extends beyond a minimum period of 24 hours.
- (b) 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.

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2. Regulations (Cont'd)

2.6 Allowance for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff, by the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company Including but not limited to the Customer or other common carriers connected to the Company's facilities;  
  
interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- (e) interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer Service Order for a change in service arrangements;
- (g) interruptions of service for a period of at least 24 hours due to such factors as storms, fires, floods or other circumstances or causes beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered inoperative 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.

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2. Regulations (Cont'd)

2.6 Allowance for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company Incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have Incurred, a charge equal to the costs the Company Incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in Sections 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), Customer agrees to pay to Company the following sums, which shall become due and owing as of the effective date of the cancellation or termination, and be payable with the period set forth in Section 2.5.2, all costs, fees and expenses reasonably Incurred in connection with:

- (1) All Non-recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably Incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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2. Regulations (Cont'd)

2.9 Notices and Communications (Cont'd)

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

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3. Service Descriptions

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- (a) place or receive calls to any Calling Station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;  
access the interexchange carrier selected by the Customer for InterLATA, IntraLATA,  
interstate or international calling;
- (d) access Operator Services;
- (e) place or receive calls to 800 telephone numbers;
- (f) access Telecommunication Relay Service.

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Exchanges included in the local calling areas are specified below. NXX's associated with each particular exchange may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. Unless otherwise noted, the incumbent LEC providing service in the Local Calling Area is the incumbent LEC identified as serving the home exchange on the pages to follow.

Service Area of Incumbent Local Exchange Carrier: Armstrong - North

<u>Exchange</u>	<u>Local Calling Area</u>
Duke Center	Bradford, Duke Center, Eldred, and Rew (Verizon)

Service Area of Incumbent Local Exchange Carrier: Armstrong Pennsylvania

<u>Exchange</u>	<u>Local Calling Area</u>
Murdocksville	Murdocksville

Service Area of Incumbent Local Exchange Carrier: Bentleyville Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Bentleyville	Bentleyville, Beallsville, Centerville, Marianna, Scenery Hill

Service Area of Incumbent Local Exchange Carrier: Buffalo Valley Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Lewisburg	Lewisburg, Mifflinburg, Milton (Verizon)
Mifflinburg	Lewisburg, Mifflinburg, Milton (Verizon)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Allensville	Allensville, Belleville, Huntingdon (Verizon), Lewistown (Verizon)
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven (Verizon), Mill Hall
Belleville	Allensville, Belleville, Lewistown (Verizon), Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City (Verizon), Mercer (Verizon)
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, MD (Verizon – MD), Waynesboro
Bruin	Bruin, Chicora, North Washington, Parker, Petrolia

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Butler	Butler, Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Charlesville	Bedford, Charlesville, Everett
Chicora	Bruin, Butler, Chicora, North Washington, Petrolia
Claysburg	Altoona (Verizon), Claysburg, Hollidaysburg (Verizon), Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster (Verizon), Marietta, Mount Joy, Mountville, Wrightsville (Verizon)
Connoquenessing	Butler, Connoquenessing, Evans City, Meridian, Nixon, Prospect

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Dry Run	Chambersburg, Dry Run
Duncannon	Duncannon, Harrisburg (Verizon), Marysville, New Bloomfield, Newport
East Waterford	Blain, East Waterford, Mifflintown, Port Royal
Eau Claire	Eau Claire, Emlenton, Foxburg, North Washington, Parker
Elizabethtown	Columbia, Elizabethtown, Hershey (Verizon), Lancaster (Verizon), Marietta, Mt. Joy, Middletown (Verizon)
Emlenton	Eau Claire, Emlenton, Foxburg, Parker, Rockland (Windstream)
Evans City	Butler, Connoquenessing, Criders Corners (Consolidated), Evans City, Nixon, Zelenople (Verizon)
Everett	Bedford, Breezewood (Frontier-Breezewood), Clearville, Everett
Fairfield	Emmitsburg MD (Verizon – MD), Fairfield, Gettysburg

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Fayetteville	Chambersburg, Fayetteville
Fishertown	Bedford, Fishertown, Osterburg, Schellsburg
Foxburg	Eau Claire, Emlenton, Foxburg, Parker
Gettysburg	Biglerville, Fairfield, Gettysburg
Greencastle	Chambersburg, Greencastle, Marion, Waynesboro
Hanover	Hanover, Jefferson (Verizon), Littlestown, New Oxford
Harrisville	Harrisville, Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley (Verizon), Grove City (Verizon)
Hewitt	Cumberland MD (Verizon MD), Flintstone MD (Verizon MD), Hewitt, Oldtown MD (Verizon MD), Ridgeley WV (Frontier WV), State Line
Hopewell	Everett, Hopewell, Saxton (Verizon)
Howard	Beech Creek, Bellefonte (Verizon), Howard, State College (Verizon), Zion

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run MD (Verizon MD)
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield
Marietta	Columbia, Elizabethtown, Lancaster (Verizon PA), Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon (Verizon), Marklesburg
Martinsburg	Altoona (Verizon), Hollidaysburg (Verizon), Loysburg, Martinsburg, Roaring Spring, Williamsburg

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Marysville	Duncannon, Harrisburg (Verizon), Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria (Verizon), Huntingdon (Verizon), Mount Union (Verizon), Marklesburg, McConnellstown
McConnellsburg	McConnellsburg
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian
Mifflintown	East Waterford, Lewistown (Verizon PA), McAlisterville, Mifflintown, Port Royal, Thompsontown,
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Mill Hall	Beech Creek, Lock Haven (Verizon PA), Mill Hall
Mount Joy	Columbia, Elizabethtown, Marietta, Mount Joy, Mountville, Lancaster (Verizon), Landisville (Verizon), Manheim (D&E)
Mountville	Mountville, Columbia, Marietta, Millersville (Verizon), Mount Joy, Lancaster (Verizon), Landisville (Verizon)
Mt. Holly Springs	Carlisle, Mt. Holly Springs
New Bloomfield	Duncannon, Ickesburg, Loysville, Millerstown, New Bloomfield, Newport
Newburg	Chambersburg, Newburg, Newville, Shippensburg
New Oxford	East Berlin (Verizon), 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 (Consolidated)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington
Orbisonia	Orbisonia, Mt. Union (Verizon), Shade Gap, Three Springs
Osterburg	Bedford, Claysburg, Fishertown, Osterburg
Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg (Windstream), Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City (Verizon)
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton (Verizon), Elwood City (Verizon), Portersville, Zelienople (Verizon)
Port Royal	East Waterford, Ickesburg, Lewistown (Verizon), McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Reedsville	Belleville, Lewistown (Verizon), Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills (Verizon), Richfield
Roaring Springs	Altoona (Verizon), Claysburg, Hollidaysburg (Verizon), Loysburg, Martinsburg, Roaring Springs
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 (Verizon MD), Flintstone MD (Verizon MD), Hewitt, Oldtown MD (Verizon MD), Ridgely WV (Frontier WV), State Line
Thompsontown	McAlisterville, Mifflintown, Millerstown, Port Royal, Thompsontown
Three Springs	Orbisonia, Shade Gap, Three Springs, Huntingdon (Verizon)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: CenturyLink

<u>Exchange</u>	<u>Local Calling Area</u>
Volant	Harrisville, Plain Grove, Portersville, Slippery Rock, New Castle (Verizon), Blacktown, New Wilmington (Verizon), Volant
Waynesboro	Blue Ridge Summit, Chambersburg, Greencastle, Highfield MD (Verizon MD), Waynesboro
West Sunbury	Butler, Harrisville, North Washington, Slippery Rock, West Sunbury
Williamsburg	Altoona (Verizon), Hollidaysburg (Verizon), Martinsburg, Williamsburg
York Springs	Biglerville, Gettysburg, York Springs
Zion	Bellefonte (Verizon), Howard, State College (Verizon), Zion

Service Area of Incumbent Local Exchange Carrier: Citizens Telephone Company of Kecksburg

<u>Exchange</u>	<u>Local Calling Area</u>
Mammoth	Mammoth, Mt. Pleasant (Verizon PA), Latrobe (Verizon PA), Greensburg (Verizon PA)

Service Area of Incumbent Local Exchange Carrier: Citizens Telecommunications Company of New York, Inc., d/b/a Frontier Communications of New York

<u>Exchange</u>	<u>Local Calling Area</u>
Little Meadows	Little Meadows, Apalachin (VZ-NY), Endicott (VZ-NY), and Owego (VZ-NY).
Quaker Lake	Quaker Lake, Binghamton (VZ-NY), Endicott (VZ-NY), Hawleytown (VZ-NY), and Johnson City (VZ-NY).

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Atglen	Atglen, Gap, Parkesburg (Verizon)
Bangor	Bangor, Belvidere, Easton (Verizon), Pen Argyl, Portland, Saylorsburg
Belvidere	Bangor, Belvidere, Belvidere, NJ (Embarq NJ), Easton (Verizon), Hope, NJ, (Embarq NJ), Oxford, NJ (Embarq NJ), Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon), Lake Winola, Noxen, Pittston (Verizon) Trucksville, Tunkhannock, Wilkes-Barre (Verizon), Wyoming (Verizon)
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon)
Conyngham-Drums	Conyngham, Hazleton (Verizon), Nuremberg, Wapwallopen
Coopersburg	Allentown (Verizon) Bethlehem (Verizon), Coopersburg, Emmaus (Verizon North), Quakertown (Verizon)
Covington	Blossburg, Covington, Mansfield, Wellsboro
Dallas	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon) Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Dalton	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon)
Dushore	Dushore, Estella, Laporte, New Albany
Eagles Mere	Eagles Mere, Estella, Laporte, Muncy Valley
Estella	Dushore, Eagles Mere, Estella, Laporte
Elizabethville	Elizabethville, Gratz, Halifax (Verizon), Lykens, Millersburg
Factoryville	Clarks Summit, Clifford (North-Eastern PA), Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon), Tunkhannock
Ferndale	Bedminster (Verizon), Doylestown (Verizon), Ferndale, Milford NJ (Verizon NJ), Plumsteadville (Verizon), Quakertown (Verizon) Reigelsville (Verizon), Springtown (Verizon) Uhlerstown, Upper Black Eddy (Verizon)
Gap	Atglen, Gap, Intercourse (Frontier-PA), Kirkwood, Parkesburg (Verizon), Quarryville, Strasburg (Verizon), Lancaster (Verizon)
Gratz	Elizabethville, Gratz, Lykens, Tower City, Valley View
Hallstead	Hallstead, Lawsville, New Milford (North Eastern PA), Susquehanna
Harding	Center Moreland, Clarks Summit, Dallas, Harding, Pittston, Scranton, Trucksville, Tunkhannock, Wilkes-Barre (Verizon)
Harveys Lake	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon)
Hensel	Hensel, Kirkwood, Lancaster (Verizon), Quarryville, Rawlinsville
Huntington Mills	Benton, Huntington Mills, Muhlenburg, Shickshinny

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Kirkwood	Gap, Hensel, Kirkwood, Lancaster (Verizon), Oxford (Verizon), Quarryville
Laceyville	Laceyville, Mehoopany, Tunkhannock, Wyalusing
Lake Winola	Center Moreland, Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon), Tunkhannock
Laporte	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
Lawrenceville	Elkland (Verizon North), Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood (Verizon), Hamburg (Verizon), Leesport, Reading (Verizon)
LeRaysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg (Zone1, Verizon), Lewisberry, Mechanicsburg (Verizon).
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Millersburg	Elizabethville, Halifax (Verizon), Millersburg

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
Morris	Liberty, Morris, Wellsboro
Muhlenburg	Huntington Mills, Muhlenburg, Nanticoke (Verizon), Shickshinny, Sweet Valley, Wilkes-Barre (Verizon)
Muncy Valley	Eagles Mere, Hughesville (Windstream PA), Laporte, Muncy Valley
New Albany	Dushore, Dushore, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock
Noxen	Center Moreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
Nuangola	Mountaintop (Verizon), Nanticoke (Verizon), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon)
Nuremberg	Conyngham, Hazleton (Verizon), Nuremberg, Ringtown
Orangeville	Benton, Berwick (Verizon), Bloomsburg (Verizon), Orangeville
Pen Argyl	Bangor, Belvidere, Easton (Verizon), Nazareth (Verizon), Pen Argyl, Saylorsburg
Pocono Lake	Mount Pocono (Verizon), Pocono Lake, Stroudsburg (Verizon), White Haven (Verizon)
Portland	Bangor, Columbia NJ (Verizon NJ), Portland, Stroudsburg (Verizon)
Quarryville	Gap, Hensel, Kirkwood, Lancaster (Verizon), Quarryville, Rawlinsville, Strasburg (Verizon)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Rawlinsville	Hensel, Lancaster (Verizon), Millersville (Verizon), Quarryville, Rawlinsville, Strasburg (Verizon)
Ringtown	Nuremberg, Ringtown, Shenandoah (Verizon)
Rome	LeRaysville, Nichols NY (Verizon NY), Rome, Sayre (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Saylorsburg	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon)
Shickshinny	Berwick (Verizon), Huntington Mills, Muhlenburg, Nanticoke (Verizon), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon)
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock
Susquehanna	Hallstead (North Eastern PA), Jackson (North Eastern PA), Susquehanna, Thompson (North Eastern PA)
Sweet Valley	Dallas, Harveys Lake, Kingston (Verizon), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon)
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro
Towanda	LeRaysville, Leroy (Frontier Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Tower City	Gratz, Lykens, Tower City, Tremont, Valley View
Tremont	Minersville (Verizon), Pine Grove (Verizon North), Pottsville (Verizon), Tower City, Tremont, Valley View
Troy	Canton (Frontier – Canton), Leroy (Frontier – Canton), Towanda, Troy
Trucksville	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon)
Tunkhannock	Center Moreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
Uhlenstown	Doylestown (Verizon), Ferndale, Frenchtown, NJ (Embarq NJ), Uhlenstown, Upper Black Eddy (Verizon)
Ulster	Rome, Sayre (Verizon North), Towanda, Ulster
Valley View	Gratz, Lykens, Tower City, Tremont, Valley View
Wapwallopen	Berwick (Verizon), Conyngham, Nuangola, Shickshinny, Wapwallopen
Warren Center	LeRaysvile, Nichols, NY (Verizon NY), Rome, St. Joseph, Warren Center
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro
Wyalusing	Laceyville, New Albany, Towanda, Wyalusing

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Conestoga Telephone & Telegraph

<u>Exchange</u>	<u>Local Calling Area</u>
Bally	Allentown (Verizon), Bally, Boyertown , Oley Pennsburg (Verizon), Pottstown (Verizon), Sassamansville , Topton , Yellow House
Birdsboro	Birdsboro, Douglassville, Green Hills, Morgantown, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House
Boyertown	Boyertown , Bally, Douglassville, Oley, Pottstown (Verizon), Reading (Verizon), Sassamansville, Yellow House
Douglassville	Birdsboro, Boyertown, Douglassville, Green Hills, Morgantown, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House
Green Hills	Birdsboro, Douglassville, Glenmoore (Verizon), Green Hills, Honeybrook (Verizon), Morgantown, Oley, Pughtown (Verizon), Reading (Verizon), Terre Hill (Frontier – PA), Yellow House
Morgantown	Birdsboro, Chester Springs (Verizon), Douglassville, Downingtown (Verizon), Eagle (Verizon), Exton (Verizon), Glenmoore (Verizon), Green Hills, Honeybrook (Verizon), Morgantown, Pughtown (Verizon), Reading (Verizon), Yellow House

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Conestoga (cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Oley	Bally, Birdsboro, Boyertown, Douglassville, Fleetwood (Verizon), Green Hills, Reading (Verizon), Topton, Yellow House
Sassamansville	Bally, Boyertown, Green Lane, Pennsburg (Verizon), Pottstown (Verizon), Sassamansville, Schwenksville (Verizon)
Topton	Allentown (Verizon), Bally, Fleetwood (Verizon), Kutztown (Verizon), Oley, Reading (Verizon), Topton
Yellow House	Bally, Birdsboro, Boyertown, Douglassville, Green Hills, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Consolidated Communications

<u>Exchange</u>	<u>Local Calling Area</u>
Cooperstown	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Butler (CenturyLink), Nixon (CenturyLink)
Criders Corners	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Perrysville (Verizon PA), Zelienople (Verizon PA)
Curtisville	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Tarentum
Freeport	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Tarentum, and Wexford
Gibsonia	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Glenshaw (Verizon PA)
Mars	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Perrysville (Verizon PA)
Saxonburg	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Butler (CenturyLink), Perrysville (Verizon PA)
Wexford	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Perrysville (Verizon PA)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Denver & Ephrata

Adamstown	Adamstown, Denver, Ephrata, Lititz, Manheim, Reading (Verizon), Terre Hill (Frontier – PA).
Akron	Adamstown, Akron, Denver, Ephrata, Lititz, Manheim, Leola (Frontier – PA), New Holland (Frontier – PA), Terre Hill (Frontier – PA), Lancaster (Verizon)
Denver	Akron , Adamstown , Denver , Ephrata , Lititz , Manheim , Terre Hill (Frontier – PA)
Ephrata	Akron , Adamstown , Denver , Ephrata , Lititz , Manheim , Leola (Frontier – PA), New Holland (Frontier – PA), Terre Hill (Frontier – PA), Lancaster (Verizon)
Lititz	Adamstown, Akron, Denver, Ephrata, Leola (Frontier – PA), Lancaster (Verizon), Landisville (Verizon), and Manheim
Manheim	Adamstown , Akron , Denver , Ephrata, Lititz, Manheim, Mt. Joy (Embarq), Lancaster (Verizon), Landisville (Verizon)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Frontier - Breezewood

<u>Exchange</u>	<u>Local Calling Area</u>
Breezewood	Breezewood, New Grenada, Everett (CenturyLink)
Needmore	Needmore, Hancock MD (Verizon MD), Warfordsburg
New Grenada	Breezewood, New Grenada
Warfordsburg	Hancock MD (Verizon MD), Needmore, Warfordsburg

Service Area of Incumbent Local Exchange Carrier: Frontier - Canton

<u>Exchange</u>	<u>Local Calling Area</u>
Canton	Canton, Leroy, Troy (CTCo)
Leroy	Canton, Leroy, Troy (CTCo), Towanda (CTCo)

Service Area of Incumbent Local Exchange Carrier: Frontier – Lakewood

<u>Exchange</u>	<u>Local Calling Area</u>
Lakewood	Lakewood, Mahanoy City (Verizon), Tamaqua (Verizon)

Service Area of Incumbent Local Exchange Carrier: Citizens Telecommunications  
Company of New York

<u>Exchange</u>	<u>Local Calling Area</u>
Little Meadows	Appalachin NY, Endicott NY, Oswego NY (Verizon NY), Little Meadows
Quaker Lake	Binghamton NY (Verizon), Hawleytown NY, Quaker Lake

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Frontier - Oswayo River

<u>Exchange</u>	<u>Local Calling Area</u>
Millport	Genesee, Millport, Shinglehouse, Coudersport (Verizon)
Shinglehouse	Genesee, Millport, Shinglehouse, Coudersport (Verizon)
Genesee	Genesee, Millport, Shinglehouse, Coudersport (Verizon), Ulysses (Verizon)

Service Area of Incumbent Local Exchange Carrier: Frontier - Pennsylvania

<u>Exchange</u>	<u>Local Calling Area</u>
Intercourse	Intercourse, Gap (Commonwealth), Lancaster (Verizon), Leola, New Holland, Strasburg (Verizon), Terre Hill
Leola	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, Lititz (D&E), New Holland, Terre Hill
New Holland	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, New Holland, Terre Hill
Terre Hill	Adamstown (D&E), Akron (D&E), Denver (D&E), Ephrata (D&E), Green Hills (CTT), Intercourse, Leola, Morgantown (CTT), New Holland, Terre Hill

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Hancock Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Winterdale	Hancock NY, Winterdale

Service Area of Incumbent Local Exchange Carrier: Hickory Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Hickory	Canonsburg, Hickory (Verizon PA), and Washington (Verizon PA)

Service Area of Incumbent Local Exchange Carrier: Ironton Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Ironton	Ironton, Allentown (Verizon), Bath (Verizon), Bethlehem (Verizon), Catasqua (Verizon), Coopersburg (CTCo), Easton (Verizon), Emmaus (Verizon), Hellertown (Verizon), Kempton (Verizon), Kutztown (Verizon), Nazareth (Verizon), New Smithville (Verizon), New Tripoli (Verizon), Northampton (Verizon), Slatington (Verizon), Springtown (Verizon), Topton (CT&T), Upper Black Eddy (Verizon)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Lackawaxen Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Rowland	Rowland

Service Area of Incumbent Local Exchange Carrier: Laurel Highland Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Stahlstown	Indian Head, Ligonier (Verizon), Stahlstown
Indian Head	Connellsville (Verizon), Indian Head, Stahlstown

Service Area of Incumbent Local Exchange Carrier: TDS (Mahanoy & Mahantango)

<u>Exchange</u>	<u>Local Calling Area</u>
Leck Kill	Leck Kill, Treverton
Mandata	Mandata, Treverton
Treverton	Mandata, Shamokin (Verizon), Treverton

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Marianna & Scenery Hill

<u>Exchange</u>	<u>Local Calling Area</u>
Marianna	Bentleyville (Bentleyville Telephone Company), Fredericktown (Windstream), Marianna, Richeyville (Windstream), Scenery Hill, Washington (Verizon)
Scenery Hill	Bentleyville (Bentleyville Telephone Company), Marianna, Richeyville (Windstream), Scenery Hill, Washington (Verizon)

Service Area of Incumbent Local Exchange Carrier: North Penn Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Bentley Creek	Bentley Creek
Roseville	Mansfield (CTCo), Roseville
Millerton	Millerton

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: The North-Eastern Pennsylvania Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Clifford	Carbondale, Clifford, Factoryville (CTCo)
Forest City	Carbondale, Forest City, Pleasant Mount, Union Dale
Harford	Clifford, Harford, New Milford
Jackson	Jackson, New Milford, Susquehanna (CTCo), Thompson
New Milford	Hallstead (CTCo), Harford, Jackson, New Milford
Pleasant Mount	Forest City, Honesdale, Pleasant Mount, Union Dale
Thompson	Jackson, Susquehanna (CTCo), Thompson
Union Dale	Forest City, Pleasant Mount, Union Dale

Service Area of Incumbent Local Exchange Carrier: Palmerton Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Bowmanstown	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Lehighton (Verizon), Slatington (Verizon)
Kresgeville	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (CTCo), Stroudsburg (Verizon)
Kunkletown	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (CTCo), Stroudsburg (Verizon)
Palmerton	Bowmanstown, Kresgeville, Kunkletown, Allentown (Verizon), Slatington (Verizon), Lehighton (Verizon)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: Pennsylvania Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Oval	Jersey Shore (Verizon), Williamsport (Verizon), Oval

Service Area of Incumbent Local Exchange Carrier: Pymatuning Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Transfer	Greenville (Verizon), Sharpsville (Verizon), Sharon (Verizon), Transfer

Service Area of Incumbent Local Exchange Carrier: South Canaan Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
South Canaan	Carbondale (Verizon), Hamlin (Verizon), Honesdale (Verizon), Lake Ariel (Verizon), South Canaan, Waymart
Waymart	Carbondale (Verizon), Honesdale (Verizon), Lake Ariel (Verizon), South Canaan, Waymart

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas (cont'd)

Service Area of Incumbent Local Exchange Carrier: TDS / Deposit Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Deposit	Sherman PA, Deposit NY

Service Area of Incumbent Local Exchange Carrier: TDS / Sugar Valley Telephone

<u>Exchange</u>	<u>Local Calling Area</u>
Loganton	Loganton

Service Area of Incumbent Local Exchange Carrier: Venus Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Venus	Knox (Windstream), Oil City (Verizon), Shippenville (Windstream), Venus

Service Area of Incumbent Local Exchange Carrier: Yukon Waltz Telephone Company

<u>Exchange</u>	<u>Local Calling Area</u>
Yukon	Greensburg (Verizon), Herminie (Verizon), Mt. Pleasant (Verizon), Youngwood (Verizon, Yukon)

Service Area of Incumbent Local Exchange Carrier: West Side Telephone Company

<u>Exchange</u>	<u>Local Calling Area (all WV exchange unless otherwise noted)</u>
Core	Core PA, Core WV, Daybrook, Mt. Morris PA, Mt. Morris WV, Blacksville, Morgantown, Fairview, Rivesville, Laurel Point, Wadestown, Cheat Lake, Farmington, Fairmont, Mannington, Worthington, Hundred, Reedsville, Shinnston

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Allentown	Allentown, Bath, Bethlehem, Catasqua, Coopersburg (CTCo), Easton, Emmaus, Hellertown, ITC (ITC), Kutztown, Nazareth, New Smithville, New Tripoli, Northampton, Riegelsville, Slatington, Springtown, Topton (CTT).
Ambler	Ambler, Conshohocken, Elkins Park, Flourtown, Hatboro, Jenkintown, King of Prussia, Warrington, Willow Grove.
Ardmore	Philadelphia Zone: 21, 22, 23, 25, 26, and 31.
Bala Cynwood	Ardmore, Bala Cynwood, Bryn Mawr, Chestnut Hill, Cynwood, Davenport, Eastwick, Evergreen, Germantown, Ivy Ridge, Narberth, Saratoga, Sherwood, Trinity, Waverly.
Bath	Allentown, Bath, Bethlehem, Catasqua, Nazareth, Northampton, Slatington.
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (CTCo), Perkasio, Plumsteadville, Quakertown.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (CTCo), Easton, Hellertown, ITC (ITC), Northampton, Riegelsville, Slatington, Springtown.
Bryn Mawr	Archmont, Ardmore, Bryn Mawr, Conshohocken, Cynwyd, Narbeth, Wayne.
Catasauqua	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, ITC (ITC), Nazareth, Northampton, Riegelsville, Slatington, Springtown.
Chester	Chester, Chester Heights, Darby, Marcus Hook, Media, Ridley Park, Sharon Hill, Swarthmore, Woodlyn.
Chester Heights	Chester, Chester Heights, Marcus Hook, Media, Woodlyn.
Conshohocken	Ambler, Ardmore, Bryn Mawr, Chestnut Hill, Conshohocken, Davenport, Flourtown, Germantown, Ivy Ridge, King of Prussia, Waverly, Wayne.
Doylestown	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Plumsteadville, Warrington, Wycombe.
Easton	Allentown, Bethlehem, Bloomsbury NJ (Verizon-NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg NJ (Verizon - NJ), Riegelsville, Springtown, Upper Black Eddy

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Eddington	Bristol, Churchville, Cornwell Heights, Eddington, Feasterville, Langhorne.
Emmaus	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (CTCo), Easton, Emmaus, Hellertown, Ironton (ITC), Kutztown, Nazareth, New Smithville, New Tripoli, Northampton, Pennsburg, Quakertown, Riegelsville, Slatington, Springtown, Topton (CTT).
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Paoli, Pughtown, West Chester, Westtown.
Feasterville	Newtown, Philadelphia Zones: 37, 38, 39, 40, 41, 43, 45, Wycombe
Flourtown	Ambler, Conshohocken, Flourtown, Jenkintown, Philadelphia Zone 3
Frankford	Bethayres, Cheltenham, Churchville, Cornwell Heights, Eddington, Elkins Park, Feasterville, Huntingdon, Jenkintown
Havertown	Philadelphia Zones 13, 17, 21, 22, 24.
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Huntingdon Valley	Bethayres, Cheltenham, Churchville, Elkins Park, Feasterville, Hatboro, Huntingdon, Jenkintown, Warrington, Willow Grove
Jenkintown	Ambler, Bechayres, Chestnut Hill, Davenport, Elkins Park, Flourtown, Germantown, Hatboro, Huntingdon Valley, Ivy Ridge, Jefferson, Jenkintown, Knights Road, Mayfair, Orchard, Pilgrim, Waverly, Willow Grove
King of Prussia	Ambler, Conshohocken, King of Prussia, Valley Forge, Wayne
Langhorne	Bristol, Cornwell Heights, Eddington, Feasterville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Lansdale	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Souderton.
Lenape	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Philadelphia Zone 10 and Zone 28, Unionville, West Chester, West Grove, Westtown
Media	Philadelphia Zone 10, 11, 12, 13, 22

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
New Smithville	Allentown, Ironton (ITC), Kempton, New Smithville, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, New Tripoli, Slatington
Newton Square	Philadelphia Zone 12, 13, 21, 22, 24, 25, 26, 28.
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (ITC), Northampton, Slatington
Paoli	Chester Springs, Downingtown, Eagle, Exton, Lenape, Philadelphia Zone 22, 26, 28, 29, Phoenixville, West Chester, Westtown.
Perkasie	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasie, Plumsteadville, Quakertown, Schwenksville, Souderton

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Pottstown	Boyertown (CTT), Collegeville, Douglassville (CTT), Phoenixville, Pottstown, Pughtown, Royersford, Sassamansville (CTT), Schwenksville
Quakertown	Bedminster, Dublin, Ferndale (CTCo), Green Lane, Pennsburg, Perkasio, Plumsteadville, Quakertown, Souderton, Springtown
Reading	Adamstown (D&E), Bernville, Birdsboro (CTT), Fleetwood, Green Hills (CTT), Hamburg, Kutztown, Leesport(CTCo), Morgantown (CTT), Oley (CTT), Reading, Robesonia, Topton (CTT), Womelsdorf, Yellow House (CTT)
Riegelsville	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (CTCo), Hellerton, Milford NJ (Verizon – NJ), Philipsburg NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (ITC), New Tripoli, Northampton, Slatington
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale, Hellertown, Milford NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Verizon PA & Verizon North

<u>Exchange</u>	<u>Local Calling Area</u>
Upper Black Eddy	Easton, Ferndale, Frenchtown NJ (Verizon – NJ), Milford NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (CTCo), Upper Black Eddy
Upper Darby	Philadelphia Zone 13, 14, 17, 21
Valley Forge	Collegeville, Philadelphia Zone 26, 28, 29, 30, Phoenixville, Royersford
Warrington	Buckingham, Doylestown, Line Lexington, Philadelphia Zones 33, 37, 38, 39, 40, 45.
West Chester	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Philadelphia Zone 28, West Chester, Westtown.
Willow Grove	Philadelphia Zones 33, 34, 37, 38, 39, 40, 45.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Albion	Albion, Fairview, Erie, Girard and West Springfield
Apollo	Apollo, Leechburg and Vandergrift (Verizon)
Bobtown	Bobtown, Carmichaels, Greensboro, Mt. Morris and Mt. Morris, W. Va.
Brave	Brave, Rogersville, Spraggs, Waynesburg, New Freeport, Graysville, and Blacksville, W.Va.
Brockway	Brockway, DuBois and Falls Creek (Verizon)
Brookville	Brookville, Corsica, Hazen, Sigel and Summerville
Callensburg	Callensburg, Clarion (Verizon), Knox, Parker (Embarq), Rimersburg and Sligo
Carmichaels	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Rices Landing, Mt. Morris, W.Va., and Waynesburg
Coalport	Coalport, Glasgow, Altoona, and Houtzdale
Cochranton	Cochranton, Conneaut Lake, Conneautville, Fredonia, Guys Mills, Linesville, Meadville, Sandy Lake, Saegertown, Sheakleyville, and Townville

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Colver	Colver, Barnesboro, Carrolltown, Ebensburg (Verizon), Johnstown, Nanty Glo, and South Fork (Verizon)
Conneaut Lake	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Conneautville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Corsica	Corsica, Brookville, Clarion, Hazen, Sigel, Strattanville and Summerville
Darlington	Darlington, Beaver Falls (Verizon), Enon Valley, and Rochester (Verizon)
Dayton	Dayton, Timblin, Kittanning and Rural Valley
Delmont	Delmont, Export, Harrison City, Greensburg (Verizon), and New Alexandria
Driftwood	Driftwood and Emporium
East Brady	East Brady, Kittanning, Petrolia, and Rimersburg
Elderton	Elderton, Kittanning and Indiana (Verizon)
Emporium	Emporium and Driftwood

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Enon Valley	Enon Valley, Beaver Falls (Verizon), Darlington, New Castle, and Rochester
Export	Export, Harrison City, Delmont, Penn Hills, Turtle Creek, and Monroeville
Ford City	Ford City, Kittanning and Worthington
Fredericktown	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Marianna (Marianna and Scenery Hill Tel. Co.)
Fredonia	Cochranton, Fredonia, Greenville (Verizon), Sandy Lake, Sheakleyville, and Mercer (Verizon)
Glasgow	Coalport, Glasgow, and Altoona (Verizon)
Graysville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Greensboro	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Mt. Morris W. Va., Rices Landing and Waynesburg
Guys Mills	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Harrison City	Delmont, Export, Harrison City, Irwin (Verizon), Jeannette (Verizon), and Pittsburgh Suburban Zone 22 B – Monroeville (Verizon).

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Hazen	Hazen, Brockway, Brookville, Corsica, Dubois (Verizon), Sigel, and Summerville
Hughesville	Hughesville, Muncy, and Williamsport
Jamestown	Jamestown, Conneaut Lake, Linesville, Meadville, Westford, and Greenville (Verizon)
Jefferson	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Waynesburg
Johnsonburg	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kersey	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kittanning	East Brady, Elderton, Ford City, Kittanning Rural Valley, Templeton, Worthington, and Dayton
Knox	Knox, Callensburg, Clarion (Verizon) Rockland, Shippenville, and Venus (Venus Tel. Co.)
Lansford	Lansford, Nesquehoning and Tamaqua (Verizon)
Leechburg	Apollo, Leechburg, New Kensington (Verizon), and Vandergrift (Verizon)
Linesville	Cochranon, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Luthersburg	Luthersburg, Dubois (Verizon), and Sykesville (Verizon)
Meadville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Meadville, Saegertown, Linesville, Townville and Cambridge Springs (Verizon)
Midway	Midway, Burgettstown (Verizon), and McDonald (Verizon)
Montgomery	Montgomery, Muncy, Watsonstown, and Williamsport (Verizon)
Mount Morris	Bobtown, Carmichaels, Greensboro, Core, Mt. Morris, Mt. Morris, W. Va., and Waynesburg
Muncy	Hughesville, Montgomery, Muncy, and Williamsport (Verizon)
New Alexandria	Delmont, Greensburg (Verizon), and Latrobe (Verizon), and New Alexandria
New Bethlehem	New Bethlehem, Sligo, and Hawthorn
New Freeport	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, Blacksville W. Va., and Hundred, W. Va.
Penfield	Penfield, Weedville, and Dubois (Verizon)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Port Matilda	Port Matilda, Warriors Mark, Bellefonte (Verizon), and State College (Verizon)
Rices Landing	Carmichaels, Fredericktown, Greensboro, Jefferson, and Rices Landing
Richeyville	Bentleyville (Bentleyville Tel. Co.), Marianna, Scenery Hill, (Marianna and Scenery Hill Tel. Co.), Richeyville, Brownsville California, Fredericktown, and Washington (Verizon)
Ridgway	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Rimersburg	Rimersburg, Callensburg, Clarion (Verizon), East Brady, and Sligo
Rockland	Rockland, Emlenton (Embarq), Franklin (Verizon), Knox, and Oil City (Verizon)
Rogersville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Rural Valley	Dayton, Kittanning and Rural Valley
Saegertown	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Townville, Cambridge Springs (Verizon) and Saegertown

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<u>Exchange</u>	<u>Local Calling Area</u>
Saint Marys	Johnsonburg, Kersey, Ridgway, Saint Marys, Weedville, and Wilcox
Sandy Lake	Cochranton, Fredonia, Sandy Lake, and Sheakleyville
Sheakleyville	Cochranton, Fredonia, Sandy Lake, Sheakleyville, and Greenville (Verizon)
Sheffield	Sheffield and Warren (Verizon)
Shipperville	Shipperville, Clarion (Verizon), Knox, and Venus (Venus Tel. Co.)
Sigel	Sigel, Brookville, Corsica, Hazen, and Summerville
Sligo	New Bethlehem, Sligo, Callensburg, Rimersburg; and Clarion (Verizon)
Spraggs	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Strattanville	Strattanville, Clarion (Verizon), and Corsica
Summerville	Summerville, Brookville, Corsica, Hawthorn, Hazen and Sigel

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

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

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Service

Local Service provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.1.1 of this tariff. Included at no additional charge are Touchtone, Directory Listing (1), and Toll Presubscription.

The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this tariff.

Local Service is offered as a stand-alone local offering and is available on a month to month basis.

A Local Line Customer will be charged applicable Non-recurring Charges, monthly Recurring Charges, Message Charges, and Optional Services in Sections 3.1.3, 3.1.4, 3.1.5, and 3.1.6 herein.

Optional features are available for purchase at the rates set forth in

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Service Connection and Maintenance Charges

A Local Line Customer will be charged applicable Non-recurring Charges, monthly Recurring Charges and Message Charges as specified herein.

3.1.3.1 SERVICE CONNECTION AND LINE ACTIVATION CHARGES

	<u>Residential</u>	<u>Business</u>
A. Service Connection Charge	\$5.00	\$24.95
B. Line Activation Charge	\$5.00	\$24.95
C. Line Restoration Charge	\$49.50	\$49.50

3.1.3.2 SERVICE CHANGE CHARGES

	<u>Residential</u>	<u>Business</u>
A. Telephone Number Change	\$5.00	\$5.00
B. Feature Change	\$5.00	\$5.00
C. PIC Change (outPICs Only)	\$5.00	\$5.00
D. Billing Responsibility Change	\$5.00	\$5.00
E. Directory Listing Change	\$5.00	\$5.00
F. Phone Transfer Fee	\$49.95	\$49.95

3.1.3.3 REPAIRS AND MAINTENANCE PREMISE VISIT CHARGES

	<u>Residential</u>	<u>Business</u>
A. Basic Time (per visit)		
Initial 1/2 hour (minimum)	\$22.50	N/A
Initial 1 hour (minimum)	N/A	\$49.95
Each Add'l 1/4 hour	\$11.25	\$11.25
B. Overtime (per visit)		
Initial 1/2 hour (minimum)	\$33.75	\$33.75
Each Add'l 1/4 hour	\$16.88	\$16.88
C. Premium Time (per visit)		
Initial 1/2 hour (minimum)	\$45.00	\$45.00
Each Add'l 1/4 hour	\$22.50	\$22.50

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Local Line Recurring Rates and Charges

	<u>Residential</u>	<u>Business</u>
A. Local Line Rate	\$25.00	\$22.50
B. Call Waiting	\$5.00	\$5.00
C. Enhanced Caller ID	\$5.00	\$5.00
D. Caller ID Blocking	\$5.00	\$5.00
E. Call Return	\$5.00	\$5.00
F. Call Forwarding	\$5.00	\$5.00
G. Three Way Calling	\$5.00	\$5.00
H. Speed Dialing	\$5.00	\$5.00
I. Web Based Call Management	\$5.00	\$5.00
J. Selective Call Acceptance	\$5.00	\$5.00
K. Selective Call Rejection	\$5.00	\$5.00

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Directory Assistance Includes the option for call completion to the requested number at no additional charge.

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3. Service Descriptions (Cont'd)

3.2 Directory Assistance (Cont'd)

3.2.1 A customer is entitled to two free Directory Assistance calls per month, then each call thereafter to Directory Assistance, for the remaining month, will be charged as follows:

Per Call, Residential or Business      \$1.25

The Customer may request a maximum of three telephone numbers per call to Directory Assistance service without additional charges.

3.2.2 A credit will be given to Directory Assistance as follows:

- (a) The Customer experiences poor transmission or is cut-off during the call; or
- (b) the Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service Representative.

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3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

3.3.1 Operator Station: An Operator Station service charge applies when calls are completed with the assistance of a Company Operator, except as specified for Person-to-Person calls.

3.3.2 Person-to-Person: Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

3.3.3 Operator Assisted Surcharges

	<u>Residential</u>	<u>Business</u>
A. Operator Station		
Automated Calls	\$2.35	\$2.35
Operator Assisted Calls	\$2.35	\$2.35
B. Person-to-Person	\$2.50	\$2.50

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3. Service Descriptions (Cont'd)

3.4 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- 3.4.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- 3.4.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 3.4.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
- 3.4.3.1 The operator verifies that the line is busy with a call in progress.
  - 3.4.3.2 The operator verifies that the line is available for incoming calls.
  - 3.4.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Residential</u>	<u>Business</u>
A. Busy Line Verification	\$0.70	\$0.70
B. Busy Line Interrup	\$1.80	\$1.80

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3.5 Directory Listings

The Company shall provide a single directory listing, termed the primary listing in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional Monthly Recurring Charge per listing.

3.5.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.5.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.5.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.5.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3. Service Descriptions (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.5 Directory listings are provided in connection with each Customer service as specified herein.

3.5.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.5.5.2 Additional Listing: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Sections 3.4.5.8 and 3.4.5.9.

3.4.5.3 Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customers' request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published Listings are specified in Sections 3.4.5.8 and 3.4.5.9.

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3. Service Descriptions (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.5 (Cont'd)

- 3.5.5.4 Non-listed Numbers: A Non-listed number will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried to the Company's directory assistance and will be given to any calling party. Rates for Non-listed Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.5.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.5.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.5.5.7 Reference Listing: A listing Including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.5.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Residential</u>	<u>Business</u>
A. Primary Listing	N/C	N/C
B. Additional Listing	\$0.50	\$0.50
C. Non-Published Number	\$0.65	\$0.00
D. Non-Listed Number	\$0.00	\$2.75

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3. Service Descriptions (Cont'd)

3.6 Emergency Services C Enhanced 911 (E911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 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 E911 provider for display at the Public Service Answering Point (PSAP).

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3. Service Descriptions (Cont'd)

3.7 Pennsylvania Telecommunications Relay Service (TRS)

The Pennsylvania Telecommunications Relay Service is a Relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed Hamilton Telecommunications.

In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line used the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the 12 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 bills:

	<u>Monthly Rate</u>
Per business access line	\$0.08
Per residence line	\$0.08

Local calls will be charged at the applicable rate specified in this tariff.

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3. Service Descriptions (Cont'd)

3.8 Lifeline Service

Lifeline Service is offered by the Company only in those areas in which it has been certified as an Eligible Telecommunications Carrier.

3.8.1 Regulations

3.8.1.1 Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line.

- (a) Lifeline Service is limited to only one Service per qualified customer or household.
- (b) A household is defined as "any individual or group of individuals who are living together as one economic unit".
- (c) An economic unit is "all adult individuals contributing to and sharing in the income expenses of the household".
- (d) A potential Lifeline customer who has an outstanding final bill for telephone service which is less than four (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

3.8.1.2 Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:

- (a) One-Party Residence Unlimited Service and Local Measured Service, if available.
- (b) Directory Listing (standard only).
- (c) Non-Published or Non-Listed Telephone Number Service.
- (d) Access to Directory Assistance Service.
- (e) Touch-Tone Calling Service.
- (f) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- (g) Access to Operator Services.
- (h) Voluntary Toll Restriction Option.
- (i) Access to 800/888 Services.
- (j) Access to Call Trace.
- (k) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (l) Access to the Pennsylvania Telecommunications Relay Service.
- (m) Caller ID Per-call and Per-line Blocking.
- (n) Other eligible telecommunications services at tariffed rates.

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3. Service Descriptions (Cont'd)

3.8 Lifeline Service (Cont'd)

3.8.1 Regulations (Cont'd)

- 3.8.1.3 Applicant for Lifeline Service must be a current participant in one of the following programs, or be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants must be conducted annually by the Company to ensure continued eligibility. Lifeline customers have the responsibility to notify the Company within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- Supplemental Security Income (SSI)
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Low Income Home Energy Assistance Program (LIHEAP)

Additional Eligible Programs (Federal)

- Federal Public Housing
- National School Free Lunch Program

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

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NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

3. Service Descriptions (Cont'd)

3.8 Lifeline Service (Cont'd)

3.8.1 Regulations (Cont'd)

- 3.8.1.4 Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in Section 3.8.1.3 above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by the Company. When the Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in Section 3.8.1.3 above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (30 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained).
- 3.8.1.5 A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- 3.8.1.6 Only services listed in Section 3.8.1.2 above will be provided to Lifeline customers.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

3. Service Descriptions (Cont'd)

3.8 Lifeline Service (Cont'd)

3.8.1 Regulations (Cont'd)

- 3.8.1.7 Customer requested temporary suspension of Lifeline Service is not permitted.
- 3.8.1.8 Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- 3.8.1.9 The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years or older.
- 3.8.1.10 Lifeline customers are subject to all Residence service regulations in this and other tariffs of NEP TelCom, Inc.
- 3.8.1.11 Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).
- 3.8.1.12 Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.
- 3.8.1.13 All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- 3.8.1.14 Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate 52 PA Code, Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- 3.8.1.15 Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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Forest City, PA 18421

3. Service Descriptions (Cont'd)

3.8 Lifeline Service (Cont'd)

3.8.2 Rates

3.8.2.1 Applicable Residence Dial Tone monthly rate minus \$9.25 (1).

3.8.2.2 Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

Note (1) - See FCC Public Notice released May 1, 2012, in re: Lifeline and Link Up Reform and Modernizations et al., Report and Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 11-42 et al., CC Docket No. 96-45, FCC 12-11 (rel. Feb 6, 2012).

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ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

NEP TelCom, Inc.

Attachment E – Intrastate Switched Access Tariff

TARIFF APPLICABLE TO  
NEP TELCOM, INC.  
RESOLD AND FACILITIES-BASED  
COMPETITIVE LOCAL EXCHANGE CARRIER

Switched Access Service Regulations and Schedule of Charges within the service areas of:

Armstrong Telephone Company - North	The North-Eastern Pennsylvania Telephone Company
Armstrong Telephone Company - Pennsylvania	Palmerton Telephone Company
Bentleyville Telephone Company, d/b/a Fairpoint Communications	Pennsylvania Telephone Company
Citizens Telephone Company of Kecksburg	Pymatuning Independent Telephone Company
Citizens Telecommunications of New York d/b/a	South Canaan Telephone Company
Frontier Communications of New York	
Consolidated Communications of Pennsylvania	TDS Deposit Telephone Company
Frontier Communications Commonwealth Telephone Company	TDS Mahanoy and Mahantango Telephone Company
Frontier Communications of Breezewood, LLC	TDS Sugar Valley Telephone Company
Frontier Communications of Canton, LLC	The United Telephone Company, d/b/a CenturyLink
Frontier Communications of Lakewood, LLC	Venus Telephone Company
Frontier Communications of Oswayo River, LLC	Verizon North, LLC
Frontier Communications Company of Pennsylvania	Verizon Pennsylvania, LLC
Hancock Telephone Company	West Side Telephone Company
Hickory Telephone Company	Windstream Buffalo Valley Inc. ("BVT")
Ironton Telephone Company	Windstream Conestoga, Inc. ("CTT")
Lackawaxen Telecommunications Services	Windstream D&E, Inc. ("D&E")
Laurel Highland Telephone Company	Windstream Pennsylvania, LLC (Windstream)
Marianna Scenery Hill Telephone Company d/b/a	Yukon-Waltz Telephone Company
Fairpoint Communications	
North Penn Telephone Company	

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 720 Main Street, Forest City, PA 18421.

The Company will mirror the exchange boundaries as stated in the local exchange tariffs of the incumbent local exchange carriers it is authorized to serve. A list of these local exchange carriers and the applicable tariff references are shown on Page 4 of this tariff.

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 and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

CHECK SHEET

Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Section</u>	<u>Page</u>	<u>Revision</u>	<u>Section</u>	<u>Page</u>	<u>Revision</u>	<u>Section</u>	<u>Page</u>	<u>Revision</u>
	Title	Original	2	25	Original	4	1	Original
	1	Original	2	26	Original	5	1	Original
	2	Original	2	27	Original	5	2	Original
	3	Original	2	28	Original	5	3	Original
	4	Original	2	29	Original	5	4	Original
	5	Original	2	30	Original	5	5	Original
1	1	Original	2	31	Original	5	6	Original
1	2	Original	2	32	Original	5	7	Original
2	1	Original	2	33	Original	5	8	Original
2	2	Original	2	34	Original	5	9	Original
2	3	Original	2	35	Original	5	10	Original
2	4	Original	3	1	Original	5	11	Original
2	5	Original	3	2	Original	5	12	Original
2	6	Original	3	3	Original			
2	7	Original	3	4	Original			
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2	12	Original	3	9	Original			
2	13	Original	3	10	Original			
2	14	Original	3	11	Original			
2	15	Original	3	12	Original			
2	16	Original	3	13	Original			
2	17	Original	3	14	Original			
2	18	Original	3	15	Original			
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2	21	Original	3	18	Original			
2	22	Original	3	19	Original			
2	23	Original	3	20	Original			
2	24	Original						

ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
 NEP TelCom, Inc.  
 720 Main Street  
 Forest City, PA 18421

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

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

- C — To signify changed regulation
- D — To signify decreased rate
- I — To signify increased rate

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to NEP TelCom, Inc., hereafter referred to as the Company or NEP TelCom. The Company will mirror the exchange area boundaries as stated in the tariffs of:

Incumbent Local Exchange Carrier	Tariff Reference
Armstrong Telephone Company - North	PA P.U.C. No. 2
Armstrong Telephone Company - Pennsylvania	PA P.U.C. No. 10
The Bentleyville Telephone Company	PA P.U.C. No. 6
Windstream Buffalo Valley Inc. ("BVT")	PA P.U.C. No. 9
Citizens Telephone Company of Kecksburg	PA P.U.C. No. 3
Citizens Telecommunications of NY, d/b/a Frontier Communications of NY	PA P.U.C. No. 1
Windstream Conestoga, Inc. ("CTT")	PA P.U.C. No. 12
Consolidated Communications f/k/a North Pittsburgh Telephone Company	PA P.U.C. No. 11
Windstream D&E, Inc. ("D&E")	PA P.U.C. No. 18
Frontier Communications of Breezewood	PA P.U.C. No. 5
Frontier Communications of Canton	PA P.U.C. No. 3
Frontier Communications - Commonwealth Telephone Company ("CTCo")	PA P.U.C. No. 23
Frontier Communications of Lakewood, LLC ("Frontier – Lakewood")	PA P.U.C. No. 5
Frontier Communications of Oswayo River	PA P.U.C. No. 5
Frontier Communications of Pennsylvania, LLC ("Frontier – PA")	PA P.U.C. No. 14
Hancock Telephone Company	PA P.U.C. No. 1
Hickory Telephone Company	PA P.U.C. No. 6
Ironton Telephone Company	PA P.U.C. No. 2
Lackawaxen Telephone Company	PA P.U.C. No. 2
Laurel Highland Telephone Company	PA P.U.C. No. 3
Marianna and Scenery Hill Telephone Company	PA P.U.C. No. 6
North Penn Telephone Company	PA P.U.C. No. 2
The North-Eastern Pennsylvania Telephone Company	PA P.U.C. No. 9
Palmerton Telephone Company	PA P.U.C. No. 5
Pennsylvania Telephone Company	PA P.U.C. No. 2
Pymatuning Independent Telephone Company	PA P.U.C. No. 5
South Canaan Telephone Company	PA P.U.C. No. 7
TDS Telecom / Deposit Telephone Company ("Deposit")	PA P.U.C. No. 1
TDS Telecom / Mahanoy and Mahantango Telephone Company ("TDS M&M")	PA P.U.C. No. 5
TDS Telecom / Sugar Valley Telephone Company ("Sugar Valley")	PA P.U.C. No. 3
United Telephone Company, d/b/a CenturyLink ("CenturyLink")	PA P.U.C. No. 27
Venus Telephone Company	PA P.U.C. No. 1
Verizon Pennsylvania Inc. ("Verizon PA")	PA P.U.C. No. 180A, 182, 182A, 185B, 185C
Verizon North Inc. ("Verizon North")	PA P.U.C. No. 1,3,5,6
West Side Telephone Co., d/b/a West Side Telecommunications	PA P.U.C. No. 3
Windstream Pennsylvania, LLC (Windstream)	PA P.U.C. No. 7
Yukon-Waltz Telephone Company	PA P.U.C. No. 2

ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

1. Definitions

Certain terms used generally throughout this tariff are described below.

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

**Access Services** — The Company's intrastate telephone services offered pursuant to this tariff.

**Company or NEP TelCom** — NEP TelCom, Inc., the issuer of this tariff.

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

**End Office** — With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

**End User** — A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Pennsylvania Tariff and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

**LATA** — A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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

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

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

1. Definitions (Cont'd)

**Service Order** — The written request for access 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 access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

**Serving Wire Center** — The wire center from which the customer designated premises would normally obtain dial tone from the Company.

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

**Toll VoIP-PSTN Traffic** — A Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an End User Customer of a service that requires IP-compatible customer premises equipment.

**User** — A Customer or any other person authorized by the Customer to use service provided under this tariff.

**Wire Center** — A building in which one or more central offices, used for the provision of Exchange Services, are located.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
  - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) 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;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities

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

2.1.6 Ownership of Facilities

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

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.2 Prohibited Uses

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

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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ISSUED:

Steven D. Tourje, President  
NEP TelCom, Inc.  
720 Main Street  
Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (Cont'd.)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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ISSUED:

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Forest City, PA 18421

EFFECTIVE:

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements

- A) For Feature Group B Switched Access Service(s) for both originating and terminating usage, a projected Percentage of Interstate Usage (PIU) must be provided by the Customer to the Company. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected PIU factor for each Feature Group B Switched Access Service group ordered. The formula for developing PIU is as follows in Section 2.3.3(B) below.
- B) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the PIU as follows:
  - 1) For originating access minutes, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.
  - 2) For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the PIU for originating access minutes will be used to develop the PIU for such terminating access minutes.

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EFFECTIVE:

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

B) (Cont'd)

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(C) following.

C) Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:

- 1) For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2) The Company will designate the number obtained by subtracting the PIU from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.
- 3) A whole number percentages will be used by the Company to apportion the usage, monthly recurring, and/or non-recurring charges between interstate and intrastate until a revised report is received.

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EFFECTIVE:

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

- (E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or non-recurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company no more than once per year will initiate such a request. The Customer shall supply the data within 30 calendar days of the Company request.

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EFFECTIVE:

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

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

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EFFECTIVE:

2. Regulations (Cont'd)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

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

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the 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. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

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EFFECTIVE:

2. Regulations (Cont'd)

2.5 Customer Deposits and Advance Payments (Cont'd)

2.5.2 Deposits (Cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
  
- D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to customer.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A) Taxes

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

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) are received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event, a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

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

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

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

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

PA Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105  
1-800-782-1110

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EFFECTIVE:

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.4 Discontinuance of Service for Cause

- A) Upon non-payment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies where a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All recurring and non-recurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5(A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in Section 2.6.5(B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

- B) The charge for the Local Transport rate element for services provided as set forth in Section 2.6.5 (A), preceding are determined as follows:
- 1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport service, as defined in Section 3.1.2(B) following. Determine the airline mileage for the Local Transport charge using the V&H method as set forth in Section 2.10.2 following.
  - 2) For Feature Groups B or D Switched Access Service, the Local Transport charge is determined by using the steps set forth in Sections 2.6.5(B)(2)(a) and 2.6.5(B)(2)(b) following for the total Local Transport-Common Switched Transport charges.
    - (a) Determine:  
  
The Local Transport mileage band for the mileage measured.
    - (b) Multiply:  
  
The number of access minutes  
by  
the Company's appropriate Local Transport mileage rate determined in (a) preceding  
by  
the Company's billing percentage factor. The resulting amount is the Company's total Local Transport charge.

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ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

- C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in Section 2.6.5(D), below.
- D) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and other end offices are as set forth in Company's FCC Access Tariff.
- E) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5(A) preceding, the Company will give affected customers 30 days' notice.

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EFFECTIVE:

2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in Section 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

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

2.6.8 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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EFFECTIVE:

2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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EFFECTIVE:

2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.2 Limitations on Allowances

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

- A) Due to the negligence of or non-compliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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EFFECTIVE:

2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruption of 24 Hours or Less

Length of Interruption

Interruption Period  
To Be Credited

Less than 15 minutes

None

15 minutes up to but not including 3 hours

1/10 Day

3 hours up to but not including 6 hours

1/5 Day

6 hours up to but not including 9 hours

2/5 Day

9 hours up to but not including 12 hours

3/5 Day

12 hours up to but not including 15 hours

4/5 Day

15 hours up to but not including 24 hours

One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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EFFECTIVE:

2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit, which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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EFFECTIVE:

2. Regulations (Cont'd)

2.9 Privacy Rules

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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2. Regulations (Cont'd)

2.10 Application of Rates (Cont'd)

2.10.1 Charges Based on Duration of Use (Cont'd)

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in THE NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.

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2. Regulations (Cont'd)

2.10 Application of Rates (Cont'd)

2.10.2 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two-wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2. Regulations (Cont'd)

2.10 Application of Rates (Cont'd)

2.10.3 Mileage

The mileage to be used to determine the Local Transport monthly rate is calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport mileage rates are shown in Section 5.1.3 in terms of mileage bands. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage? Then find the mile band for the mileage measured. The amount to be billed shall be the banded Local Transport rate multiplied by the number of access minutes.

2.10.4 Toll VoIP-PSTN Traffic

All Switched Access Service provided by the Company originates and/or terminates in Internet Protocol ("IP") format. Toll VoIP-PSTN and Toll PSTN-VoIP Traffic is required to be compensated at Interstate Access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC Release No. 11-161 (November 18, 2011), and the FCC's Second Order on Reconsideration, FCC Release No. 12-47 (April 25, 2012)

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3. Service and Rate Descriptions

3.1 Access Services

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location), and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group B and D originating and terminating equal access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the customer's use in originating and terminating communications.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order

A) Ordering Access Service Types

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- 1) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- 2) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated from another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

A) Ordering Access Service Types (Cont'd)

1) (Cont'd)

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- 3) For Toll Free 800 Series Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with Toll Free 800 Series Data Base Service, the customer shall so specify on the order for service.
- 4) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber optic facilities. The customer must also specify the particular end officer location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Feature Groups B and D</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in Section 3.1.1(C) following.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

2) Negotiated Interval (Cont'd)

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an Toll Free 800 Series Access Service six-digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free 800 Series Access Service ten-digit customer identification record to the Toll Free 800 Series Access Service data base or the deletion of a Toll Free 800 Series Access Service ten-digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval. The initial establishment of service where customer is:

	<u>Maximum Interval</u>
— Not yet provided with any FGB or FGD service in the LATA	6 months
— Provided FGB or FGD service in the LATA	90 Days

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval

When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(a) Advance Payment

A non-refundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable Non-recurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in Section 3.1.1(B)(3)(b) following, only the portion of the Advance Payment for services actually installed will be credited.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval (Cont'd)

(b) Cancellation or Partial Cancellation of an Advance Order Interval  
Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services cancelled will not be credited or refunded.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

C) Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

C) Access Order Modifications (Cont'd)

3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge found in Section 5.1.1 will apply.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

D) Cancellation of an Access Order

- 1) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer's or an end user is unable to accept Access Service within 30-calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30-calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

D) Cancellation of an Access Order (Cont'd)

- 2) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
  - (a) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
  - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

E) Minimum Period

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

E) Minimum Period (Cont'd)

2) (Cont'd)

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in Out of Band Signaling connection.
- (f) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (g) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable non-recurring charges for the service will be billed in addition to the Minimum Period Charge.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

F) Non-recurring Charges

Non-recurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, non-recurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The non-recurring charge described in Section 3.1.1(F)(1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

F) Non-recurring Charges (Cont'd)

2) Service Rearrangements (Cont'd)

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the non-recurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated non-recurring charges will apply. New minimum period requirements will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories

There are four rate categories which apply to Switched Access Service:

- Carrier Common Line
- Local Transport
- End Office
- Toll Free 800 Series Data Base Access Service

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories (Cont'd)

A) Carrier Common Line (Cont'd)

2) Undertaking of the Telephone Company

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

3) Obligations of the Customer

- (a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.
- (b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Out of Band Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
- (b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

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EFFECTIVE:

3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories (Cont'd)

B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with The Bell Telephone Company of Pennsylvania, Inc. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

The following paragraphs describe the Local Transport rate elements.

1) Local Transport-Mileage

The Local Transport-Mileage rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises. The Local Transport-Mileage rate also provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories (Cont'd)

B) Local Transport (Cont'd)

2) Interface Groups

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

3) Out of Band Signaling

- a) This ordering option allows the customer to exchange signaling for Feature Group D call set-up over a communications path, which is separate from the message path. This option is provided with SS7 protocol and is only available with Feature Group D. This option requires the establishment of a signaling connection path between the customer's SPOI and the Telephone Company's STP.
- b) Out of band signaling is provided in both the originating and terminating direction on FGD services.

Each signaling connection is provisioned for two-way transmission of out of band signaling information.

- c) Out of band signaling is subject to the rates and charges as specified in Section 5.1.3(B) following.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories (Cont'd)

(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching element.

The Local Switching rate element provides for the use of end office switching equipment. The Local Switching rate is set forth in Section 5.1.4.

D) Toll Free 800 Series Data Base Access Service

Toll Free 800 Series Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free 800 Series calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed Toll Free 800 Series number.

1) Customer Identification Charge

The Toll Free 800 Series Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and the delivery of the dialed Toll Free 800 Series ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service, which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Pennsylvania. The Customer Identification Charge as set forth in Section 5.1.5 applies.

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3. Service and Rate Descriptions (Cont'd)

3.2 Miscellaneous Access Services

3.2.1 Presubscription

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1 following applies.
- B) New end users who are served by end offices equipped with Feature Group D, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge as set forth in Section 5.2.1 following applies. This charge is billed to the end user, which is the subscriber to the Exchange Access Service and applies only for selection of an IC, which provides only intrastate service.

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4. Reserved for Future Use

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EFFECTIVE:

5. Rates

5.1 Access Rates

5.1.1 Service Area of Armstrong Telephone Company - North

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.016306	\$0.016306
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000165	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000816	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002763	\$0.005635

5.1.2 Service Area of Armstrong Telephone Company - PA

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.020297	\$0.018465
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002763	\$0.002639

5.1.3 Service Area of Bentleyville Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.011808	\$0.010983
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000165	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000816	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005554

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.4 Service Area of Windstream Buffalo Valley Inc.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010455	\$0.0032986
Information Surcharge	Per 100 Access Minutes	\$0.007560	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000036	\$0.000188
Tandem Switched Termination	Per Access Minute Per Term	\$0.000184	\$0.000979
Tandem Switching	Per Access Minute Per Tandem	\$0.000385	\$0.002468
Transport Interconnection	Per Access Minute	\$0.005379	\$0.000000

5.1.5 Service Area of Citizens Telephone Company of Kecksburg

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.012038	\$0.010982
Information Surcharge	Per 100 Access Minutes	\$0.026900	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000054	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000242	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	n/a	n/a

5.1.6 Service Area of Windstream Conestoga, Inc.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010193	\$0.0032986
Information Surcharge	Per 100 Access Minutes	\$0.011425	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000176	\$0.000188
Tandem Switched Termination	Per Access Minute Per Term	\$0.000869	\$0.000979
Tandem Switching	Per Access Minute Per Tandem	\$0.001825	\$0.002468
Transport Interconnection	Per Access Minute	\$0.005444	\$0.000000

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.7 Service Area of Consolidated Communications

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.020297	\$0.009430
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.034600
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000281
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.001463
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.003691

5.1.8 Service Area of Windstream D&E, Inc.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.017201	\$0.0032986
Information Surcharge	Per 100 Access Minutes	\$0.011570	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000179	\$0.000188
Tandem Switched Termination	Per Access Minute Per Term	\$0.000880	\$0.000979
Tandem Switching	Per Access Minute Per Tandem	\$0.001848	\$0.002468
Transport Interconnection	Per Access Minute	\$0.005512	\$0.000000

5.1.9 Service Area of Frontier Communications of Breezewood

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.003500	\$0.001846
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.002417	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

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EFFECTIVE:

5. Rates (continued)

5.1 Access Rates (continued)

5.1.10 Service Area of Frontier Communications of Canton

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.004990	\$0.001846
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.004497	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

5.1.11 Service Area of Frontier Communications - Commonwealth Telephone Co.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.025719	\$0.00482635
Information Surcharge	Per 100 Access Minutes	\$0.017300	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000267	\$0.003220
Tandem Switched Termination	Per Access Minute Per Term	\$0.001316	\$0.001423
Tandem Switching	Per Access Minute Per Tandem	\$0.002763	\$0.003464
Transport Interconnection	Per Access Minute	\$0.001096	\$0.000000

5.1.12 Service Area of Frontier Communications of Lakewood

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.007930	\$0.001846
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.004497	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.13 Service Area of Frontier Communications of New York

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.002651	\$0.001846
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.004497	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

5.1.14 Service Area of Frontier Communications of Oswayo River

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.013832	\$0.001846
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.004497	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

5.1.15 Service Area of Frontier Communications of Pennsylvania

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.008961	\$0.001846
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Common Trunk Port	Per Access Minute	\$0.000811	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000040	\$0.000010
Tandem Switched Termination	Per Access Minute Per Term	\$0.004497	\$0.002417
Tandem Switching	Per Access Minute Per Tandem	\$0.000365	\$0.000200

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.16 Service Area of Hancock Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.047999	\$0.018465
Information Surcharge	Per 100 Access Minutes	\$0.052800	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000201	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.001047	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002639	\$0.002639

5.1.17 Service Area of Hickory Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.020297	\$0.015472
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000424
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002202
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.002743

5.1.18 Service Area of Ironton Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010016	\$0.005205
Information Surcharge	Per 100 Access Minutes	\$0.016600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000363	\$0.002793
Tandem Switched Termination	Per Access Minute Per Term	\$0.001780	\$0.014492
Tandem Switching	Per Access Minute Per Tandem	n/a	n/a

5.1.19 Service Area of Lackawaxen Telecommunications Services

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010500	\$0.007988
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000130	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000750	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005635

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.20 Service Area of Laurel Highland Telephone Company

<u>Rate Element</u>	<u>Application</u>	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.019129	\$0.009485
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.002743

5.1.21 Service Area of Marianna & Scenery Hill Telephone Company

<u>Rate Element</u>	<u>Application</u>	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.012384	\$0.007988
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.002639

5.1.22 Service Area of North Penn Telephone Company

<u>Rate Element</u>	<u>Application</u>	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010060	\$0.009485
Information Surcharge	Per 100 Access Minutes	\$0.020000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000140	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000800	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005635

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.23 Service Area of The North-Eastern Pennsylvania Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010856	\$0.009485
Information Surcharge	Per 100 Access Minutes	\$0.021100	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000023	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000243	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002956	\$0.005635

5.1.24 Service Area of Palmerton Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.010546	\$0.009485
Information Surcharge	Per 100 Access Minutes	\$0.023600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000161	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000781	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	n/a	n/a

5.1.25 Service Area of Pennsylvania Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.020297	\$0.015472
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005635

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.26 Service Area of Pymatuning Independent Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.016238	\$0.013975
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005635

5.1.27 Service Area of South Canaan Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.015462	\$0.012478
Information Surcharge	Per 100 Access Minutes	\$0.021100	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000165	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000816	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005554

5.1.28 Service Area of TDS – Deposit Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.014398	\$0.007988
Information Surcharge	Per 100 Access Minutes	\$0.052800	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000201	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.001047	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002639	\$0.002639

ISSUED:

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.29 Service Area of TDS - Mahanoy & Mahantango

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.015431	\$0.007988
Information Surcharge	Per 100 Access Minutes	\$0.017300	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000267	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.001316	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002763	\$0.002639
Transport Interconnection	Per Access Minute	\$0.008242	\$0.000000

5.1.30 Service Area of TDS - Sugar Valley

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.018003	\$0.007988
Information Surcharge	Per 100 Access Minutes	\$0.017300	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000267	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.001316	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002763	\$0.005635
Transport Interconnection	Per Access Minute	\$0.008242	\$0.000000

5.1.31 Service Area of United Telephone Company d/b/a CenturyLink

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.003892	\$0.001607
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000022	\$0.000022
Tandem Switched Termination	Per Access Minute Per Term	\$0.000449	\$0.000449
Tandem Switching	Per Access Minute Per Tandem	\$0.001438	\$0.001438

ISSUED:

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Forest City, PA 18421

5. Rates (continued)

5.1 Access Rates (continued)

5.1.32 Service Area of Venus Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.018267	\$0.016969
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.005635

5.1.33 Service Area of Verizon Pennsylvania, Inc.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.006212	\$0.000000
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Shared End Office Trunk Port	Per Access Minute	\$0.001598	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000045	\$0.000002
Tandem Switched Termination	Per Access Minute Per Term	\$0.000195	\$0.000000
Tandem Switching	Per Access Minute Per Tandem	\$0.000983	\$0.001574
Composite Terminating End Office Charge	Per Terminating Access Minute	n/a	\$0.001931

5.1.34 Service Area of Verizon North, Inc.

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.006212	\$0.000000
Information Surcharge	Per 100 Access Minutes	\$0.000000	\$0.000000
Shared End Office Trunk Port	Per Access Minute	\$0.001598	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000045	\$0.000002
Tandem Switched Termination	Per Access Minute Per Term	\$0.000195	\$0.000000
Tandem Switching	Per Access Minute Per Tandem	\$0.000983	\$0.001574
Composite Terminating End Office Charge	Per Terminating Access Minute	n/a	\$0.001931

ISSUED:

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5. Rates (continued)

5.1 Access Rates (continued)

5.1.35 Service Area of West Side Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.047999	\$0.018465
Information Surcharge	Per 100 Access Minutes	\$0.052800	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000201	\$0.000201
Tandem Switched Termination	Per Access Minute Per Term	\$0.001047	\$0.001047
Tandem Switching	Per Access Minute Per Tandem	\$0.002639	\$0.002639

5.1.36 Service Area of Windstream Pennsylvania

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.008116	\$0.0013818
Common Trunk Port	Per Access Minute	n/a	\$0.0002774
Information Surcharge	Per 100 Access Minutes	\$0.063000	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000225	\$0.000140
Tandem Switched Termination	Per Access Minute Per Term	\$0.000772	\$0.000584
Tandem Switching	Per Access Minute Per Tandem	\$0.000996	\$0.001574
Residual Interconnection	Per Access Minute	\$0.000683	\$0.000000

5.1.37 Service Area of Yukon-Waltz Telephone Company

Rate Element	Application	Originating	Terminating
Carrier Common Line	Per Access Minute	\$0.000000	\$0.000000
Local Switching	Per Access Minute	\$0.020297	\$0.015472
Information Surcharge	Per 100 Access Minutes	\$0.020600	\$0.000000
Tandem Switched Facility	Per Access Minute Per Mile	\$0.000169	\$0.000430
Tandem Switched Termination	Per Access Minute Per Term	\$0.000833	\$0.002234
Tandem Switching	Per Access Minute Per Tandem	\$0.002743	\$0.002743

ISSUED:

EFFECTIVE:

Steven D. Tourje, President  
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720 Main Street  
Forest City, PA 18421

5. Rates (continued)

5.2 Miscellaneous Access Rates

5.2.1 Service Orders

	<u>Non-recurring Charge Per Line or Trunk</u>
A) Service Implementation	
1) Installation Charge	
— Per Trunk or Out of Ban Signaling Connection	\$375.00
2) Service Date Change	\$ 46.00
3) Design Change	\$ 46.00
4) Expedited Order	\$245.00
B) Common Channel Signaling Access Service	
	<u>Rate</u>
1) STP Access Mileage	
— Per Month, per mile	\$ 4.00
2) STP Port Termination	
— Per Month, per port	\$932.58
C) Other Access Services	
	<u>Rate</u>
1) 800 Database Query	
— Basic	\$ 0.0054
— Vertical Feature	\$ 0.0059
2) Presubscription	\$5.00

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ISSUED:

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