



100 Pine Street • PO Box 1166 • Harrisburg, PA 17108-1166
Tel: 717.232.8000 • Fax: 717.237.5300

Kenneth R. Stark
Direct Dial: 717.237.5368
Direct Fax: 717.260.1736
kstark@mcneeslaw.com

February 3, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA ELECTRONIC FILING

**Re: Application of Claverack Communications LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2021-_____**

**Application of Claverack Communications, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as an Interexchange Toll Reseller to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2021-_____**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission is the **PUBLIC VERSION** of Claverack Communications LLC's ("Claverack Communications") Application for approval to offer, render, furnish, or supply telecommunications services to the public in the Commonwealth of Pennsylvania. Claverack Communications is also submitting a **CONFIDENTIAL VERSION** of its Application, which will be emailed directly to you only and requests proprietary treatment of the same.

By this Application, Claverack Communications seeks authority to provide service to customers in the following incumbent local exchange carrier ("ILEC") service territories: Citizens Telecommunications of New York, Inc. d/b/a Citizens Communications Services Company; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company; Frontier Communications of Canton, LLC; The North-Eastern Pennsylvania Telephone Company; and North Penn Telephone Company. Please note that Claverack Communications is planning to provide IXC services on a detariffed basis.

Concurrent with the filing of this Application, Claverack Communications is also filing a Petition for Eligible Telecommunications Carrier ("ETC") designation. Claverack Communications is required to obtain the ETC designation by June 7, 2021, under the rules and procedures that were established in the Federal Communications Commission's ("FCC") Rural Digital Opportunity Fund ("RODF") Phase I auction, which was recently concluded. **Claverack Communications requests concurrent**

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Rosemary Chiavetta, Secretary

February 3, 2021

Page 2

consideration and approval of this Application with its ETC Petition on an expedited basis so it can meet the FCC's June 7, 2021, deadline.

Claverack Communications respectfully petitions for waiver of the requirements of 52 Pa. Code § 5.14(d) requiring a Notice of the Application to be published in the *Pennsylvania Bulletin* and in a newspaper of general circulation serving the affected service territories. Affected ILECs have received direct notice of this filing by service as reflected on the attached Certificate of Service.

As shown by the attached Certificate of Service and per the Commission's March 20, 2020, Emergency Order, all parties to this proceeding are being duly served via email only due to the current COVID-19 pandemic. We are also filing these documents electronically. Upon lifting of the aforementioned Emergency Order, we can provide parties with a hard copy of this pleading upon request.

If you have any questions regarding the documents, please feel free to contact the undersigned. Thank you.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 
Kenneth R. Stark

Counsel to Claverack Communications LLC

Enclosures

c: Certificate of Service (w/o Confidential Exhibit)
Ms. Erin Laudenslager, Bureau of Technical Utility Services (via Email) (w/o Confidential Exhibit)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Application of Claverack Communications LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2021-_____**

**Application of Claverack Communications LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as an Interexchange Toll Reseller to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2021-_____**

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

Claverack Communications LLC
32750 Route 6
Wysox, PA 18854

Claverack Communications LLC does not have any predecessors or other names under which it has operated within the past five years.

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

Pamela C. Polacek (PA ID. No. 78276)
Chief Legal and Regulatory Officer
C&T Enterprises, Inc.
P.O. Box 129
Venetia, PA 15367
Phone: 570-724-9496; 717-503-6531 (mobile)
Fax: 570-724-3996
ppolacek@ctenterprises.org

Kenneth R. Stark (PA ID. No. 312945)
Jo-Anne Thompson (PA ID No. 325956)
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: 717-237-5378
Fax: (717) 237-5300
kstark@mcneeslaw.com
jthompson@mcneeslaw.com

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.**

Pamela C. Polacek (PA ID. No. 78276)
Chief Legal and Regulatory Officer
C&T Enterprises, Inc.
P.O. Box 129
Venetia, PA 15367
Phone: 570-724-9496; 717-503-6531 (mobile)
ppolacek@ctenterprises.org
Fax: 570-724-3996

- 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).**

Steven Allabaugh, PE
Manager, Claverack Communications LLC
32750 Route 6
Wysox, PA 18854
Phone: 570-268-1322
Fax: 570-265-5060

- 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.**

Pamela C. Polacek (PA ID. No. 78276)
Chief Legal and Regulatory Officer
C&T Enterprises, Inc.
P.O. Box 129
Venetia, PA 15367
Phone: 570-724-9496; 717-503-6531 (mobile)
ppolacek@ctenterprises.org
Fax: 570-724-3996

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: Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

Claverack Communications LLC's Registered Office within the Commonwealth of Pennsylvania is located at:

32750 Route 6
Wysox, PA 18854

Please see **Exhibit 1** for a copy of Claverack Communications LLC's Certificate of Good Standing from the Pennsylvania Department of State.

Claverack Communications LLC is registered as a domestic limited liability company (LLC) in the Commonwealth of Pennsylvania. Please see **Exhibit 2** for copies of Claverack Communications LLC's governing documents.

Claverack Communications LLC is a single member LLC, with the sole member being Claverack Rural Electric Cooperative:

Claverack Rural Electric Cooperative
32750 Route 6
Wysox, PA 18854

The following is the sole officer of Claverack Communications LLC:

Steven Allabaugh, PE
Manager, Claverack Communications LLC
32750 Route 6
Wysox, PA 18854

Phone: 570-268-1322
Fax: 570-265-5060

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.

Claverack Rural Electric Cooperative, Inc.
32750 Route 6, Wysox, PA 18854; Not a Public Utility

C&T Enterprises, Inc.
33 Austin St., Wellsboro, PA 16901; Not a Public Utility

Wellsboro Electric Company
33 Austin Street, Wellsboro, PA 16901; Docket No. for authority: A-111200

Valley Energy, Inc.
523 South Keystone Avenue, Sayre, PA 18840; Docket No. for authority: A-125100

Citizens' Electric Company of Lewisburg, PA
1775 Industrial Boulevard, Lewisburg, PA 17837; Docket No. for authority: A-110050

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).

In addition to the above-mentioned affiliates, Claverack Communications LLC has the following affiliate that offers natural gas services outside of Pennsylvania.

Valley Energy, Inc.
523 S. Keystone Avenue
Sayre, PA 18840

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

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier.
 - 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.
- 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. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

Claverack Communications LLC plans to develop a telecommunications business utilizing fiber infrastructure to provide fiber to the home services. Claverack Communications LLC will use facilities that are company-owned and facilities of a third-party to provide residential and business voice services. Claverack Communications LLC's facilities are fiber-based and include Optical Network Terminals ("ONTs") at the customers' premises. Claverack Communications LLC will enter into an agreement with a third-party managed services provider to convert the IP-based communications initiated by Claverack Communications LLC's end users to the Time-Division Multiplexing ("TDM") or related

protocols to connect to the Public Switched Telephone Network. The managed services provider will handle all traffic exchange for communications originated by or terminated to the Claverack Communications LLC end users.

Claverack Communications LLC will lease fiber from its parent, Claverack Rural Electric Cooperative, and provide service to retail customers.

Claverack envisions that its network will operate like Tri-Co Connections LLC's network, whose CLEC application the Commission approved on December 6, 2018. *See Application of Tri-Co Connections, LLC for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania as a Competitive Local Exchange Carrier et al.*, Docket Nos. A-2018-3005309 and A-2018-3005312 (Order entered Dec. 6, 2018).

- 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.**

Claverack Communications LLC will provide service to customers in the following incumbent local exchange carrier ("ILEC") service territories: Frontier Communications of Canton, Inc.; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company; Citizens Telecommunications Of New York, Inc. d/b/a Citizens Communications Services Company; The North-Eastern Pennsylvania Telephone Company; and North Penn Telephone Company.

In **Exhibit 3** to this application, Claverack Communications is including a map and a description of its service territory. Claverack plans to serve in parts of Bradford, Lycoming, Susquehanna, Sullivan, Wyoming, and Luzerne Counties.

Claverack Communications LLC's service territory will include all census blocks that were awarded to Claverack Communications LLC in the Federal Communications Commission's ("FCC") recent Phase I Rural Digital Opportunity Fund ("RDOF") Auction 904. A map of the census block groups won is attached as **Exhibit 3**. Please note that the census blocks awarded to Claverack Communications LLC include most, but not all, of the Claverack Rural Electric Cooperative service territory.

- 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.**

Claverack Communications LLC's customer base will include most of the Claverack Rural Electric Cooperative service territory, as well as certain areas outside of and adjacent to that service territory, which encompasses portions of Bradford, Lycoming, Susquehanna, Sullivan, Wyoming, and Luzerne Counties. Claverack Rural Electric Cooperative has over 16,000 members. Once completed, the fiber network will pass over 8,000 homes. This includes some customers that are not currently electric cooperative members.

Using both its CLEC license and its interexchange toll reseller authority, Claverack Communications LLC will market its services to residential, business, and institutional customers in its proposed service territory.

- 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.**

Please see Exhibit 4 for a copy of Claverack Communications LLC's Competitive Local Exchange Carrier Tariff.

- 14. FINANCIAL:**

Please see CONFIDENTIAL Exhibit 5 for Claverack Communications LLC's and Claverack Rural Electric Cooperative's financial statements. These statements are considered confidential and proprietary. Therefore, Claverack Communications LLC is providing the financial statements pursuant to a request for Confidential treatment under Commission rules and procedures.

- 15. START DATE:**

RDOF funding is expected to be distributed by October 2021. Claverack Communications LLC anticipates launching the detailed engineering analysis for the network in June 2021 and beginning Make Ready Construction in October 2021. The current construction schedule contemplates that construction of the fiber network will begin in February 2022, and that retail services will be offered to customers by the end of 2022. Please note that the exact start date for initiating service is subject to financing commitments and engineering and construction estimates.

At this time, Claverack Communications LLC envisions completing construction and fiber installation for the entirety of its proposed service territory by December 2027.

- 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.**

Claverack Communications LLC has been awarded Phase I RDOF funds from the FCC. Through a two-phase reverse auction, the FCC plans to direct up to \$20.4 billion over ten years to finance (up to gigabit speed) broadband networks in unserved rural areas in various U.S. census blocks. Claverack has been awarded \$31.6 million in RDOF funds for use over the next ten years.

Claverack Communications LLC is working with a qualified consultant on the project and is bidding out the engineering, project management, and construction for the project. Per FCC requirements, the buildout must be completed in six years. Claverack Communications LLC anticipates offering service to over 8,000 customers.

Pursuant to the FCC RDOF requirements, Claverack Communications LLC is requesting certification from the Commission as an Eligible Telecommunications Carrier (“ETC”). That Petition is being submitted concurrently with this Application.

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

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

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

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

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

Please see **Exhibit 6** for a copy of the Certificate of Service.

- 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.**

Claverack Communications LLC is seeking designation as an ETC. An ETC Petition is being simultaneously filed with the PUC with this instant CLEC Application.

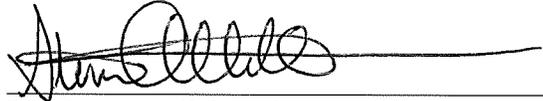
- 19. COMPLIANCE: State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last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

Neither Claverack Communications LLC nor its affiliates or any other person 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.

Claverack Communications LLC

A handwritten signature in black ink, appearing to read "Steven Allabaugh", is written over a horizontal line. The signature is stylized and cursive.

By: Steven Allabaugh, Manager

22. AFFIDAVIT

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
County of Bradford : SS.

Steven Allabaugh, Affiant, being duly sworn according to law, deposes and says that:

He is the Manager of Claverack Communications LLC;

That he is authorized to and does make this Affidavit for said Company;

That Claverack Communications LLC, 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 A1996, signed February 6, 1996, or with other applicable statutes or regulations;

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

That Claverack Communications LLC, the Applicant herein, asserts that it will contact the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (http://www.puc.pa.gov), 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. Claverack Communications LLC, has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

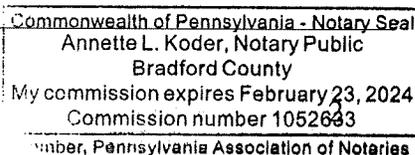
That the facts above set forth are true and correct to the best of his knowledge, information, and belief, and that he expects said entity to be able to prove the same at any hearing thereof.

Handwritten signature of Steven Allabaugh over a horizontal line, with the text 'Signature of Affiant' below it.

Sworn and subscribed before me this 3rd day of February, 2021. Annette L Koder

Signature of official administering oath

My Commission expires

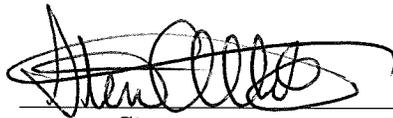


23. § 1.36 Verification.

Verification

I, Steven Allabaugh, 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).

02/03/2021
Date


Signature

Steven Allabaugh
Printed name

Exhibit 1

Certificate of Good Standing

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

01/20/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

CLAVERACK COMMUNICATIONS LLC

is duly registered as a Pennsylvania Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



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

Katly Bookman

Secretary of the Commonwealth

Certification Number: TSC210120141424-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

Exhibit 2

Governing Documents

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: ROBERT W. CHAPPELL, ESQ. <hr/> Name 926 MAIN STREET, PO BOX 156 <hr/> Address ROME PA 18837 <hr/> City State Zip Code	Certificate of Organization Domestic Limited Liability Company DSCB:15-8821 (rev. 2/2017)  8821
<input checked="" type="checkbox"/> Return document by email to: <u>RWC@CHAPPELLLAWOFFICE</u>	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company is: CLAVERACK COMMUNICATIONS LLC
(designator is required, e.g., "company," "limited" or "limited liability company" or any abbreviation thereof)

2. Complete part (a) or (b) – not both:

(a) The address of this limited liability company’s registered office in this Commonwealth is:
(post office box alone is not acceptable)

32750 ROUTE 6	WYSOX	PA	18854	BRADFORD
Number and Street	City	State	Zip	County

(b) The name of this limited liability company’s commercial registered office provider and county of venue is:

c/o: _____
 Name of Commercial Registered Office Provider County

3. The name of each organizer is *(all organizers must sign on page 2)*:

ROBERT W. CHAPPELL

4. Effective date of Certificate of Organization *(check, and if appropriate complete, one of the following)*:

- The Certificate of Organization shall be effective upon filing in the Department of State.
- The Certificate of Organization shall be effective on: _____ at _____.
Date (MM/DD/YYYY) Hour (if any)

5. Restricted professional companies only.

Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).

The company is a restricted professional company organized to render the following restricted professional service(s):

- Chiropractic
- Dentistry
- Law
- Medicine and surgery
- Optometry
- Osteopathic medicine and surgery
- Podiatric medicine
- Public accounting
- Psychology
- Veterinary medicine

6. Benefit companies only.

Check the box immediately below if the limited liability company is organized as a benefit company:

This limited liability company shall have the purpose of creating general public benefit.

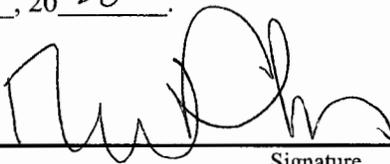
Optional specific public benefit purpose. *Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.*

This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

7. For additional provisions of the certificate, if any, attach 8½ x 11 sheet(s).

IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization this

11th day of December, 2020.



Signature

Signature

Signature

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Docketing Statement – New Entity
DSCB:15-134A
(rev. 2/2017)



1. Entity Name:

CLAVERACK COMMUNICATIONS LLC

In the case of a foreign association which must use an alternate name to register to do business in Pennsylvania, the alternate name should be given.

2. Tax Responsible Party

Name of individual responsible for initial tax reports: STEVEN ALLABAUGH

Mailing address of individual responsible for initial tax reports:

32750 ROUTE 6	WYSOX	PA	18854	BRADFORD
Number and street	City	State	Zip	County

3. Description of Business Activity:

BROADBAND COMMUNICATION SERVICES AND ANY OTHER LAWFUL ACTIVITY

4. FEIN [Employer Identification Number/Federal Tax Identification Number]: 8 5 - 4 2 4 7 1 5 5

FEIN enables agencies to confirm that Commonwealth accounts are properly matched and that this request is processed without added delay. If the business entity does not currently have an FEIN, it can get a FEIN immediately by applying online at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-EINs>.

5. FYE [Tax Year or Fiscal Year End]: 1 2 / 3 1
Month / Day

A fiscal year (FY) is a period that a company or government uses for accounting purposes and preparing financial statements. For tax purposes, the Internal Revenue Service (IRS) allows companies to be either calendar-year taxpayers or fiscal-year taxpayers. Supply month and day for intended tax year end, e.g. 1/31, 2/28, 3/31, 4/30, 5/31, 6/30, 7/31, 8/31, 9/30, 10/31, 11/30 or 12/31.

Date of this notice: 12-11-2020

Employer Identification Number:
85-4247155

Form: SS-4

Number of this notice: CP 575 G

CLAVERACK COMMUNICATIONS LLC
STEVEN ALLBAUGH SOLE MBR
32750 ROUTE 6
WYSOX, PA 18854

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-4247155. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is CLAV. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Exhibit 3

Map of Service Territory

CLAVERACK COMMUNICATIONS
FULL TERRITORY

BRADFORD COUNTY

Athens Township	Burlington Borough
Litchfield Township	Leraysville Borough
Ulster Township	New Albany Borough
Sheshequin Township	
Rome Township	
Orwell Township	
Pike Township	
Burlington Township	
West Burlington Township	
Towanda Township	
North Towanda Township	
Wysox Township	
Standing Stone Township	
Herrick Township	
Stephens Township	
Canton Township	
Leroy Township	
Franklin Township	
Monroe Township	
Asylum Township	
Wyalusing Township	
Albany Township	
Terry Township	
Wilmot Township	

LYCOMING COUNTY

McNett Township

SUSQUEHANNA COUNTY

Apalacon Township

Choconut Township

Silver Lake Township

Liberty Township

Middletown Township

Forest Lake Township

Franklin Township

Rush Township

Jessop Township

Bridgewater Township

Dimock Township

Brooklyn Township

Springville Township

Lathrop Township

Lenox Township

Friendsville Borough

Little Meadows Borough

Hop Bottom Borough

SULLIVAN COUNTY

Colley Township

WYOMING COUNTY

Windham Township

Nicholson Township

Lemon Township

North Branch Township

Forkston Township

Mehoopany Township

Tunkhannock Township

Clinton Township

Overfield Township

Eaton Township

Overfield Township

Falls Township

Exeter Township

LUZERNE COUNTY

Franklin Township

Exeter Township

Exhibit 4

Competitive Local Exchange Carrier Tariff

COMPETITIVE LOCAL EXCHANGE CARRIER

Claverack Communications LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges
For Business and Residential Customers

The Company will mirror the exchange area boundaries as stated in the tariffs of Citizens Telecommunications of New York, Inc. d/b/a Citizens Communications Services Company Telephone – PA P.U.C. No. 2; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company Telephone – PA P.U.C. Nos. 23 and 24; Frontier Communications of Canton, LLC Telephone – PA P.U.C. No. 3; The North-Eastern Pennsylvania Telephone Company Telephone – PA P.U.C. No. 9; and North Penn Telephone Company Telephone – PA P.U.C. No. 2.

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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COMPETITIVE LOCAL EXCHANGE CARRIER

LIST OF MODIFICATIONS

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COMPETITIVE LOCAL EXCHANGE CARRIER**CHECK SHEET**

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet.

Sheet No.	Revision No.	Sheet No.	Revision No.
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original	47	Original
21	Original	48	Original
22	Original	49	Original
23	Original	50	Original
24	Original	51	Original
25	Original	52	Original
26	Original	53	Original
27	Original	54	Original

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COMPETITIVE LOCAL EXCHANGE CARRIER

SERVICE TERRITORY

BRADFORD COUNTY

Athens Township	Burlington Borough
Albany Township	Leraysville Borough
Asylum Township	New Albany Borough
Burlington Township	
Canton Township	
Franklin Township	
Herrick Township	
Leroy Township	
Litchfield Township	
Monroe Township	
North Towanda Township	
Orwell Township	
Overton Township	
Pike Township	
Rome Township	
Sheshequin Township	
Standing Stone Township	
Stephens Township	
Terry Township	
Towanda Township	
Tuscarora Township	
Ulster Township	
West Burlington Township	
Wilmot Township	
Wyalusing Township	
Wysox Township	

LUZERNE COUNTY

Exeter Township
Franklin Township

LYCOMING COUNTY

McNett Township

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SERVICE TERRITORY (cont'd)

SULLIVAN COUNTY

Colley Township

SUSQUEHANNA COUNTY

Apalacon Township
Auburn Township
Bridgewater Township
Brooklyn Township
Choconut Township
Dimock Township
Forest Lake Township
Franklin Township
Great Bend Township
Harford Township
Jessop Township
Lathrop Township
Lenox Township
Liberty Township
Middletown Township
Rush Township
Silver Lake Township
Springville Township

Friendsville Borough
Hop Bottom Borough
Little Meadows Borough
Montrose Borough

WYOMING COUNTY

Clinton Township
Eaton Township
Exeter Township
Forkston Township
Lemon Township
Mehoopany Township
Nicholson Township
Northmoreland Township
North Branch Township
Overfield Township
Tunkhannock Township
Windham Township

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COMPETITIVE LOCAL EXCHANGE CARRIER

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	TITLE
LIST OF MODIFICATIONS.....	2
CHECK SHEET.....	3
SERVICE TERRITORY	4
TABLE OF CONTENTS	6
TARIFF FORMAT	8
1. APPLICATION OF TARIFF.....	9
1.1. GENERAL	9
1.2. TARIFF REVISION SYMBOLS.....	9
1.3. DEFINITIONS.....	10
2. GENERAL REGULATIONS	12
2.1. UNDERTAKING OF THE COMPANY	12
2.1.1. GENERAL.....	12
2.1.2. TERMS AND CONDITIONS	12
2.1.3. SERVICE APPLICATION.....	13
2.1.4. PROVISION OF EQUIPMENT AND FACILITIES	14
2.1.5. RELEASE OF INFORMATION TO CARRIERS	15
2.1.6. CUSTOMER EQUIPMENT.....	16
2.1.7. ABUSE AND FRAUDULENT USE	17
2.2. LIABILITY OF THE COMPANY	19
2.2.1. SERVICE LIABILITY	19
2.2.2. TEMPORARY SUSPENSION FOR REPAIRS	21
2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS.....	22
2.2.4. LIMITATION OF LIABILITY	23
2.3. PAYMENTS AND CHARGES	24
2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT.....	24
2.3.2. BILLING AND COLLECTION.....	24
2.3.3. BILLING DISPUTES.....	25
2.3.4. ADVANCE PAYMENTS	25
2.3.5. DEPOSITS.....	26
2.3.6. RETURNED CHECK CHARGE	26
2.3.7. LATE PAYMENT CHARGE	26
2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE.....	27
2.4.1. CANCELLATION OF SERVICE.....	27
2.4.2. DISCONTINUANCE OF SERVICE	27
2.4.3. CHANGES IN SERVICE.....	28
2.4.4. RESTORATION OF SERVICE.....	28
2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES	29
2.5.1. GENERAL.....	29
2.5.2. SURCHARGE.....	29

COMPETITIVE LOCAL EXCHANGE CARRIER

TABLE OF CONTENTS (cont'd)

2. GENERAL REGULATIONS (cont'd)30

 2.6. NOTICES AND COMMUNICATIONS30

 2.7. SPECIAL CONSTRUCTION30

3. SERVICE AREAS31

 3.1. LOCAL EXCHANGE SERVICE31

 3.1.1. LOCAL CALLING AREAS31

4. SERVICE COMPONENTS AND PRODUCTS33

 4.1. DIAL TONE.....33

 4.1.1. DIAL TONE SERVICE.....33

 4.1.2. DIAL TONE INSTALLATION CHARGE.....33

 4.2. LOCAL CALLING34

 4.3. CUSTOM CALLING.....34

 4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES35

 4.5. RATES38

 4.5.1. RESIDENTIAL BASIC SERVICE PRICING38

 4.5.2. 1-RATE PACKAGE PRICING.....39

 4.5.3. MISCELLANEOUS CHARGES (apply to Residential Basic Service Pricing accounts
and 1-Rate accounts).....40

 4.5.4. MISCELLANEOUS CHARGES (apply to Business 1-Rate accounts only)41

 4.5.5. INDIVIDUAL CONTRACT BASED PRICING41

 4.6. DIRECTORY ASSISTANCE SERVICE42

 4.6.1. GENERAL.....42

 4.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE42

 4.7.1. GENERAL.....42

 4.8. DIRECTORY LISTINGS43

 4.9. 9-1-1 SERVICE.....44

 4.9.1. GLOSSARY OF TERMS44

 4.9.2. GENERAL.....45

 4.9.3. REGULATIONS45

 4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE49

 4.10.1. GENERAL.....49

 4.10.2. SURCHARGE49

5. SPECIAL ARRANGEMENTS50

 5.1. MARKET TRIALS50

 5.2. PROMOTIONAL OFFERINGS50

6. LIFELINE SERVICE.....51

 6.1. LIFELINE SERVICE.....51

 6.1.1. DESCRIPTION51

 6.1.2. REGULATIONS51

 6.1.3. DIAL TONE LINE MONTHLY RATE.....54

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Wysox, PA 18854

COMPETITIVE LOCAL EXCHANGE CARRIER

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1
 - 2.1.A.
 - 2.1.A.1.(a).
 - 2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF

1.1. GENERAL

This Tariff applies to the furnishing of Local Service, defined herein, by Claverack Communications LLC (hereinafter referred to as the "Company").

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Local Service is subject to existing regulations and terms and conditions specified in this Tariff and the Company's other tariffs and service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right-hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF (cont'd)

1.3. DEFINITIONS

Access Line

An arrangement which connects the Customer's location to the Company's designated point of presence or network switching center.

Account

The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same Customer address.

Authorized User

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

Company

Whenever used in this Tariff, "Company", or "Claverack" refers to Claverack Communications LLC, unless otherwise specified.

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the Customer.

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF (cont'd)

1.3. DEFINITIONS (cont'd)

Customer Premises

The Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Exchange Area

The geographic territory established by the Company and approved by the Commission for the provision of local telecommunications services.

Local Service Area

A local service area is the region, comprised of one or more exchange areas, within which a Customer can call another station at the rates and charges as specified in this Tariff.

"Public Utility Commission" or "Commission"

The Pennsylvania Public Utility Commission.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to fiber lines, billing and technical capabilities, are available without unreasonable expense to the Company.

The Company may contract with third parties to provide interconnection, call routing, traffic exchange, member porting and other activities needed to provide the services offered in this Tariff ("Service Vendors").

2.1.2. TERMS AND CONDITIONS

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. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.3. SERVICE APPLICATION

- A. The Company offers Service to all those who desire to purchase Service from the Company consistent with the provisions of this tariff. Customers interested in the Company's Services shall file a Service application with the Company which fully identifies the Customer and identifies the Services requested. Such application may be provided to the Company either verbally or in writing. If the application is provided verbally the following conditions apply:
1. The Company will ask for information to confirm the identity of the Customer in the form of Social Security Number, and/or Driver's License Number, and/or Previous Address, etc., and;
 2. The Company shall verify one or more of the above items for accuracy by matching Customer supplied information with a Consumer Reporting Agency's records or other agency which keeps similar records.
 3. The Company may for verification purposes, at its option, tape record all or part of the verbal application when provided over the telephone. In such instances where the Customer-supplied verbal identity information does not match the consumer reports records or other agencies' records, the Company will require positive identification and a written application before Service is considered.
- B. The Company reserves the right to examine the credit record of all Service applicants and require a Service deposit when Company determines security necessary to assure future payment.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- D. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. 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. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES (cont'd)

- F. Equipment that the Company provides or installs at a Customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs as specified in Section 4.5.3. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.

- G. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

2.1.5. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.6. CUSTOMER EQUIPMENT

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the electric power consumed by Company-provided equipment shall be at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements specified in this Tariff.

If the Customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may, immediately and without notice, deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions; (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud; or (c) acts in a way that may cause immediate harm to the local network or other Company services.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.7. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.

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Wysox, PA 18854

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.7. ABUSE AND FRAUDULENT USE (cont'd)

B. Fraudulent Use (cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.
6. Placing or receiving calls with the intent of defrauding the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct or gross negligence is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.1. SERVICE LIABILITY (cont'd)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities may not be suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services. In the event Company installs and configures the Services to operate with Customer's home security, dedicated alarm or emergency services (including medical monitoring), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with Company's facilities. Further, the facilities may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, dial-up modems, rotary dial phone handsets, pulse dial phone handsets, private branch exchange (PBX) equipment, answering machines, Caller ID units, and casual (dial around) calling. Customer's sole remedy for interference, disruption or incompatibility between the Company facilities and any other service, systems or equipment shall be to terminate Company's service.
- I. The Company's facilities do not have an independent power source. Customers agrees to keep the ONT plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or Company's network are not working, Customer's services, including the ability to access 911, will not be available. The Customer may purchase a battery backup for the ONT designed to power the system for either eight (8) hours or twenty-four (24) hours when fully charged. Customer understands and acknowledges that the performance of the battery backup is not guaranteed.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.3 CREDIT ALLOWANCE FOR INTERRUPTIONS

- A. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the Customer and connected to the Company's terminal.
- B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 following.
 - 1. 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 full 24-hour periods during which the interruption continues after notice by the Customer, when the out-of-service period extends beyond a minimum period of 24 hours.
 - 2. 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.
 - 3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the 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.
- C. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a Customer which would exist pursuant to law but for this rule and said Tariff.
- D. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.4 LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a Customer or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each Customer shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the Customer using the Company's access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3 PAYMENTS AND CHARGES

2.3.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

In order to ensure the payment of all charges due from its services, the Company may require a Customer to establish and maintain credit in one of the following ways: 1) by furnishing references suitable to the Company; 2) by providing a suitable guarantee in writing, in form prescribed by the Company; 3) by means of a cash deposit.

2.3.2 BILLING AND COLLECTION

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

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this Tariff. Recurring charges are billed for the current month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed for the current month. Bills are due by the payment due date shown on the bill.

When the Customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3. PAYMENTS AND CHARGES (cont'd)

2.3.3. BILLING DISPUTES

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes, the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120
Telephone No: 1-800-692-7380

2.3.4. ADVANCE PAYMENTS

The Company may require a Customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3. PAYMENTS AND CHARGES (cont'd)

2.3.5 DEPOSITS

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 Pa. Code §64.31 and §64.41. Interest on deposits shall be paid annually at a rate of 6.0% or, at the option of the Company or Customer, shall be applied to the Customer's bill. Deposits are to be returned to the depositor when the depositor pays undisputed bills for service over a period of twelve (12) consecutive months.

The fact that a deposit may have been made in no way relieves the Customer or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

2.3.6. RETURNED CHECK CHARGE

The Customer will be assessed a charge of thirty-five dollars (\$35.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the Customer to the Company which a financial institution refuses to honor.

2.3.7. LATE PAYMENT CHARGE

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.25% of the unpaid balance for Customers. Late payments for residential Customers shall be addressed pursuant to 52 Pa. Code § 64.12 and will not be assessed where the date of the postmark is on or before the due date. The due date for payments shall be at least 20 days from the date of the customer invoice. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the Customer's bill.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.1. CANCELLATION OF SERVICE

Except for promotional offerings requiring a specified service commitment, the Customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.4.2. DISCONTINUANCE OF SERVICE

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
 2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
 3. For use of telephone service for any property or purpose other than that described in the application.
 4. In the event of abandonment of the service or any other violation by the Customer of the rules, regulations or conditions under which service is furnished.
 5. Any use of service by a Customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other Customers or that is used for any purpose other than as a means of communication.
 6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
 7. Fraud or material misrepresentation of identity to obtain telephone service.
 8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the Customer within four (4) years of the date the bill is rendered.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)

2.4.2. DISCONTINUANCE OF SERVICE (cont'd)

9. In the event of unauthorized or fraudulent use of service.

10. Without notice when the use of the service by a Customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the Customer's billing address.

- B. Pursuant to notice to the Customer in accordance with Commission regulation at 52 PA Code, Section 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.

2.4.3. CHANGES IN SERVICE

The customer will be assessed a Service Change Charge for any request of change in service. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Change Charges are listed in Section 4.

2.4.4. RESTORATION OF SERVICE

A reconnection fee per occurrence may be charged when service is reestablished for Customers or subscribers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1. GENERAL

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.5.2. SURCHARGE

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 1 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this Tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

- Whenever any of the tax rates used in the calculations of the surcharge are changed.
- Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.6. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing, except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction includes, but is not limited to, construction undertaken:

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

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COMPETITIVE LOCAL EXCHANGE CARRIER**3. SERVICE AREAS****3.1. LOCAL EXCHANGE SERVICE**

The Company will provide Local Exchange Service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange.

3.1.1. LOCAL CALLING AREAS

Citizens Telecommunications of New York, Inc. d/b/a Citizens Communications Services Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Little Meadows	Appalachin (New York), Endicott (New York Verizon), Owego (New York Verizon), Little Meadows
Quaker Lake	Binghamton (New York Verizon), Hawleytown (New York), Quaker Lake

Frontier Communications of Canton, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Canton	Leroy, Troy (Commonwealth Tel Co.)
Leroy	Canton, Troy (Commonwealth Tel Co.), Towanda (Commonwealth Tel Co.)

The North-Eastern Pennsylvania Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
New Milford	Hallstead (Commonwealth), Harford

North Penn Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentley Creek	Bentley Creek

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COMPETITIVE LOCAL EXCHANGE CARRIER**3. SERVICE AREAS (cont'd)****3.1. LOCAL EXCHANGE SERVICE** (cont'd)**3.1.1. LOCAL CALLING AREAS** (cont'd)Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harveys Lake, Sweet Valley, Trucksville, Tunkhannock
Rome	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
Towanda	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Tunkhannock	Centermoreland, Factoryville, Mehoopany, Noxen, Tunkhannock
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster

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 Wysox, PA 18854

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS

4.1. DIAL TONE

4.1.1. DIAL TONE SERVICE

Dial Tone Facilities, including fiber optic wire and other outside plant facilities, from the Company's edge router to the Optical Network Terminal (ONT), to which Customer-provided station telephone equipment can be connected.

Includes local exchange service with network access, push button dialing capability, fiber drop wire to ONT, and necessary Service Vendor arrangements to maintain and operate subscriber Service features.

The monthly rates shown in this tariff do not include any terminal equipment telephones, ringers, couplers, or inside wiring.

Dial Tone must be purchased for Local Calling, Custom Calling, or Miscellaneous items to operate.

Dial Tone service as a stand-alone (unbundled) service will be offered only to Residential customers on Lifeline.

4.1.2. DIAL TONE INSTALLATION CHARGE

The Dial Tone Installation Charge is a non-recurring, one-time charge for activating Dial Tone Service. This charge covers the service order costs in addition to the labor costs associated with activating Dial Tone Service. This charge includes, but is not limited to, making or changing connections in the central office with Service Vendors or in distribution facilities, necessary cross connections and line transfers, and switch programming.

The Dial Tone Connection Charge applies for each line connected or changed (i.e. from residential to business, etc.).

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.2. LOCAL CALLING

Customer with Service must select one of the following local calling plans which provides dial access to other Carrier's exchanges in the Local Calling Areas as defined by Section 3 of this tariff. Each answered call in this section is timed by rounding up to the next full minute increment unless otherwise specified in this section.

A. Local Calling Plans available for Residential Dial Tone Customers only

1. Flat Unlimited Local and Toll. Customer may call Local Area and toll with unlimited frequency and duration.

4.3. CUSTOM CALLING

- A. 900/976, Collect Call, & Toll Blocking - Customers may initiate any combination of blocking for the following type of calls: Calls to numbers beginning with 900 or 976, Incoming Collect Calls, Calls to any destination beyond Customer's local calling area i.e.: Toll Calls.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES

A. Recurring Charges

1. Non-Published Telephone Number (Residential Basic Service and 1-Rate Accounts)
 - a. A telephone number is “non-published” when it is omitted from the directory and also from the information lists of the Company. Customers requiring that their telephone number be excluded from the directory and directory assistance records, or changed from a “non-published” basis to a regular listed basis, will incur a non-recurring Record Service Charge as specified in this Tariff.
2. Directory Assistance (Residential Basic Service and 1-Rate Accounts)
 - a. Per call charge when user dials 411.
3. Operator Assistance (Residential Basic Service and 1-Rate Accounts)
 - a. Per call charge when user dials 0 for operator.
4. International Directory Assistance (Residential Basic Service and 1-Rate Accounts)
 - a. Per call charge when a user dials International DA.
5. Toll Free Number (Business 1-Rate Accounts Only)
 - a. Allows callers to reach any local number, on-net or off-net, without long distance charges. Toll Free numbers are telephone numbers with NPAs of 800, 888, 877, 866, 855, 844, and can receive inbound from 50 US states, Canada, and the Caribbean.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES (cont'd)

A. Recurring Charges (cont'd)

6. Fax Line (Business 1-Rate Accounts Only)

- a. Fax Line is a service that allows a user to send and receive faxes using a traditional fax machine, while taking full advantage of HTTPS secure transmission. A proprietary Integrated Access Device (“IAD”), the AudioCodes Faxback MP-202, is used to convert analog faxes into digital TIF images for secure PSTN fax delivery, 500 pages of inbound and/or outbound pages are included.

7. Call Path Minute of Use (Business 1-Rate Accounts Only)

8. Mobility Complete (Business 1-Rate Accounts Only)

- a. Mobility Complete adds multi-point video calling, desktop sharing and audio meet me bridge to Business Communicator.

9. Virtual Fax (Business 1-Rate Accounts Only)

- a. Virtual Fax allows a user to send any receive faxes using its email account. Outbound fax attachments are converted to TIF images for transmission over the PSTN. Inbound faxes are converted to PDF files and delivered to the receiving party. Faxes are sent of HTTPS for secure and reliable transmission. Virtual Fax supports up to 20 unique email addresses and includes a 10 digit telephone number. 500 pages of inbound and/or outbound pages are included.

10. Long Distance (Business 1-Rate Accounts Only)

11. Inbound Conferencing (Business 1-Rate Accounts Only)

12. International Calling (Business 1-Rate Accounts Only)

13. Virtual Number (Business 1-Rate Accounts Only)

- A. Allows a company to publish a local number (the virtual number) but have calls routed to another, non-local number.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES (cont'd)

B. Non-Recurring Charges

1. Preferred Telephone Number Service - Allows a Customer to request a particular telephone number which may have a special meaning or value to the Customer, subject to the availability of facilities and the requirements of the serving local exchange Central Office as defined by the Company.
2. Restoral of Service Charge - This charge applies for restoring service to a Customer following suspension of service for non-payment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.
3. Change of Responsible Party Charge - This charge covers work associated with a change of Company records, at the Customer's request, for:
 - a. A transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.
 - b. A change in or addition to the present directory listing.
 - c. A subscriber's telephone number being excluded from the directory and directory assistance records, or a change from a non-published basis to a regular listed basis.
 - d. A change in billing records requested by the Customer (except for a correction in name or billing address for residential service due to death, marriage, divorce, or legal action when there is no connection, disconnection, move or change in service) when none of the other non-recurring charges apply.
4. Telephone Number Change Charge - Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Installation Charge is applied). This charge applies for each telephone line number changed.
5. Change Order - Any change order required that is not specifically addressed in this Tariff will incur a one-time \$35 fee.
6. Battery Back-Up For ONT - Customers have the option of purchasing either an 8-hour battery or a 24-hour battery. There is a separate charge for each.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES

4.5.1. RESIDENTIAL BASIC SERVICE PRICING (available only to Lifeline customers or Residential 1-Rate accounts that are subject to disconnection for failure to pay).

Dial Tone

Residential Dial Tone Service (includes dial tone and flat unlimited local and toll)	\$29.99/month
Residential Dial Tone Install	\$60.00/line

Custom Calling Subscriptions

	<u>Recurring Monthly</u>	<u>Non-Recurring Install</u>
Add 900/976, Collect or Toll Blocking	\$0.00	\$0.00
Remove 900/976, Collect or Toll Blocking	\$0.00	\$0.00

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32750 Route 6
Wysox, PA 18854

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES (cont'd)

4.5.2. 1-RATE PACKAGE PRICING

	<u>Rates</u>
<u>Residential 1-Rate Level 1</u> – includes Dial Tone, Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance. Also includes: Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Find Me/Follow Me; Speed Dial; Voicemail; Voicemail to Email.	\$39.99/month

Business 1-Rate – includes Dial Tone; Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance.

<u>Basic</u> – includes a 10-digit local telephone number or extension directory listing, and e911.	\$39.99/month
---	---------------

<u>Standard</u> – includes a 10-digit local telephone number or extension; directory listing and e911; Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call logs; Do Not Disturb; Voicemail; Voicemail to Email; Call Hold; Call Transfer; Last Number Redial; Message Waiting Indicator; Privacy.	\$49.99/month
--	---------------

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES (cont'd)

4.5.2. 1-RATE PACKAGE PRICING (cont'd)

Business 1-Rate (cont'd)

Executive – includes a 10-digit local telephone number or extension; Directory Listing and e911; Call Waiting; Three-Way Calling; Caller ID; Return Call; Call Black; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Find-Me/Follow-Me; Speed Dial; Voicemail; Voicemail to email; Call Hold; Call Transfer; Call Waiting; Last Number Redial; Message Waiting Indicator; Privacy; Anywhere; Busy lamp; Call Notify; Directed Call Pick-up; Multiple Call Arrangement; N-way Calling; Priority Alert; Push-to-Talk; Selective Call Acceptance; Shared Call Appearance. \$59.99/month

*All monthly rates are per line. Plans and individual features are subject to Company’s technical ability to provide a plan or feature in a given area. Due to technical limitations, not all plans or features are available in all areas. Customer should contact Company for availability. No credit or pro-rate is offered for a Customer in a locality not equipped to offer one or more features. Voice calls are unlimited.

4.5.3 MISCELLANEOUS CHARGES (apply to Residential Basic Service Pricing accounts and 1-Rate accounts)

NON-CURRING CHARGES:

Restoral of Service	\$50.00/occurrence
Telephone Number Change Charge	\$35.00/occurrence
Change of Responsible Party	\$35.00/occurrence
Change Order	\$35.00/occurrence
8-Hour Battery Back-Up	\$75.00
24-Hour Battery Back-Up	\$165.00

RECURRING CHARGES:

Non-Published Telephone Number	\$8.25/month
Directory Assistance	\$1.50/call
Operator Assistance	\$1.50/call
International Directory Assistance	\$7.50/call

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COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.5. RATES (cont'd)****4.5.4 MISCELLANEOUS CHARGES (apply to Business 1-Rate accounts only)**

Toll Free Number	
Monthly Fee	\$4.50/month
Usage Charge	\$0.03/minute
Fax Line	
Monthly Fee	\$11.95/month
Usage Charge	\$0.03/page over 500 pages
Call Path Minute of Use	\$0.03/minute
Mobility Complete	\$0.03/minute
Virtual Fax (per page)	
Monthly Fee	\$11.95/month
Usage Charge	\$0.03/page
Long Distance	\$0.03/minute (for metered plans only)
Inbound Conferencing	\$0.03/minute
International Calling	1.5%
Virtual Number	\$1.50/month

4.5.5 INDIVIDUAL CONTRACT BASED PRICING**A. Special Equipment and Service Arrangements**

In cases where customers desire a special type of service for which provision is not otherwise made, a monthly rate and charge is quoted based on the actual cost of furnishing such service, when in the judgment of the Company, there is no reason for refusing to render the special service desired.

B. Customized Service Packages

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by customers for proposals or competitive bids. Service offered under this Tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the rates, terms, and conditions for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.6. DIRECTORY ASSISTANCE SERVICE

4.6.1. GENERAL

Directory Assistance Service is furnished upon Customer request for assistance in obtaining directory listing information for listings that are within the local calling area or LATA of the originating line. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system.

4.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE

4.7.1. GENERAL

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the Customer that he may be connected to the requested number automatically for a specified additional charge.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.8. DIRECTORY LISTINGS

The Company will arrange for Customer's main billing numbers to be placed in the directory or directories of the dominant local exchange carrier. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying the Customer's telephone number and as an aid to the use of telephone service.

- A. The listings of Customers are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.
- B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.
- D. A service charge will apply for any Customer-requested change in listing, as specified in Section 4.5.3.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE

4.9.1. GLOSSARY OF TERMS

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

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

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

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

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

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.2. GENERAL

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

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Company collects a fee of \$1.65 per line per month from its Customers on behalf of the counties in its operating area to support the 9-1-1 system. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

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

4.9.3. REGULATIONS

- A. The Company, whether supplying service through its own facilities or through the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998, *MSAG Order*.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- J. The Company's Service is provided at a specific permanent address and not available as a nomadic offering. Before Customer moves the telephone device(s) to another location, Customer must notify Company to determine if service can be provided at the new address. Service will only be provided where 9-1-1 or Enhanced 9-1-1 connectivity are available.
- K. In the event of a power failure, network backup power systems are in place on the Company's network. The ONT installed at the Customer's location may not provide backup service unless the Customer purchases an optional battery backup. Failure of the network backup power system or the ONT battery backup during a power failure or disruption will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.
- L. Telephone service outages, suspensions or disconnections will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.

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COMPETITIVE LOCAL EXCHANGE CARRIER

4. MISCELLANEOUS SERVICES (cont'd)

4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

4.10.1. GENERAL

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth of Pennsylvania. 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 AT&T Telecommunications Relay Services Tariff Pa.. P.U.C. No. 13.

4.10.2. SURCHARGE

In addition to the charges provided in this Tariff and other intrastate toll tariffs in which this Company concurs, 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 uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as a 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 twelve-month period commencing 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.

	<u>RATE</u>
A. Pennsylvania TRS Surcharge, applicable to all bills issued on or after July 1, 2011	
1. Per Residence access line, per month	\$0.08
2. Per Business access line, per month	\$0.08

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. SPECIAL ARRANGEMENTS

5.1. MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file tariff pages for each market trial.

5.2. PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

Each promotional offering will have a duration no longer than six months and will not be offered more than once in any consecutive twelve-month period.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

Promotional offerings will be filed with the Commission pursuant to 52 Pa. Code § 53.58.

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COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE

6.1. LIFELINE SERVICE

6.1.1. DESCRIPTION

Lifeline Service is a Residential offering for low-income Customers who qualify for this service in accordance with the following Regulations.

6.1.2. REGULATIONS

- A. Lifeline Service is available to qualified residential Customers and is provided via a residential individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified Customer or household (a household is defined as “any individual or group of individuals who are living together as one economic unit” an economic unit is “all adult individuals contributing to and sharing in the income and expenses of a household”). A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

- B. Residential Lifeline Service consists of: (1) Residential Dial Tone Service (including unlimited local and toll calling); (2) optional 900/976, Collect or Toll Blocking; (3) 911 Dialing; (4) access to Telecommunications Relay Services; and (5) all available optional Customer-elected services at the applicable rates, charges and regulations for each feature and service provided in the Tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- C. An applicant for Lifeline Service must be a current participant in one of the following eligible 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. The National Verifier will conduct an annual recertification process. 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.

- * Supplemental Security Income (SSI)
- * Medicaid
- * Supplemental Nutrition Assistance Program (SNAP) (fka Food Stamps)
- * Federal Public Housing
- * Veterans Pension or Survivors Benefit Programs
- * Tribal-Specific Programs

The Company will confirm the Lifeline Customer's eligibility through the National Verifier in accordance with the procedures and requirements established by the Universal Service Administrative Co. and the FCC. Failure of Customer to respond to the National Verifier's requests may result in denial of certification or recertification.

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COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- D. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in 2 (c) above. If the Company is notified by the Customer or National Verifier that the Lifeline Service Customer is no longer a participant in the programs in 2 (c) above or otherwise low-income eligible, the Company will de-enroll the Customer within two (2) business days. If Customer is de-enrolled, the account will be transferred to the Company's standard 1-Rate Residential package service and Customer will be notified (by letter) that the Lifeline Service rate is no longer applicable. Disputes regarding eligibility will be addressed through the procedures established by the National Verifier.
- E. A Lifeline Service Customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- F. Only services listed in 2 (b) above will be provided to Lifeline Customers.
- G. Customer requested temporary suspension of Lifeline Service is not permitted.
- H. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- I. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- J. Lifeline Customers are subject to all Residential service regulations in this and other tariffs of Claverack Communications LLC.

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COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- K. Residential Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
- L. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c) (4) of the Telecommunications Act of 1996.
- M. 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.
- N. Any Lifeline Customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residential 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.
- O. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

6.1.3. DIAL TONE LINE MONTHLY RATE

- A. Applicable Residential Dial Tone monthly rate minus \$5.25 (1). As of December 1, 2021, this credit is available only in census blocks where the Company is the sole Lifeline provider.
 - B. Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.
- (1) See FCC Public Notice released March 31, 2016, In re: *Lifeline and Link Up Reform and Modernization et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, WC Dkt. Nos. 11-42, 09-197, 10-90, FCC 16-38 (rel. Apr. 27, 2016).

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32750 Route 6
Wysox, PA 18854

Exhibit 5

Financial Statements

CONFIDENTIAL AND PROPRIETARY

FILED UNDER REQUEST FOR PROTECTIVE TREATMENT

Exhibit 6

Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA FIRST-CLASS MAIL

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1921

Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101

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

Citizens Telecommunications of New York,
Inc. d/b/a Citizens Communications Services
Company
26 South Main Street
Hammond, NY 13646

Commonwealth Telephone Company
d/b/a Frontier Communications Common-
wealth Telephone Company
100 CTE Drive
Dallas, PA 18612

Frontier Communications of Canton, LLC
100 CTE Drive
Dallas, PA 18612

The North-Eastern Pennsylvania Telephone
Company
400 Main Street, Suite 402
Forest City, PA 18421

North Penn Telephone Company
4145 Route 549
Mansfield, PA 16933-9621



Kenneth R. Stark
Counsel to Claverack Communications LLC

Dated this 3rd day of February, 2021, at Harrisburg, Pennsylvania.

Exhibit 7

911 Coordinator List and Certified Letter

Claverack Communications, LLC

32750 Route 6
Wysox, PA 18854
(570) 265-2167

February 1, 2021

Robert Repasky
Bradford County 911 Coordinator
22 Burgert Drive
Towanda, PA 18848

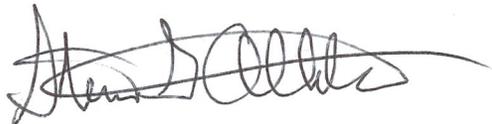
RE: CLAVERACK COMMUNICATIONS LLC FILING TO BECOME A COMPETITIVE LOCAL EXCHANGE CARRIER AND REQUEST TO INITIATE DISCUSSIONS REGARDING PROVISION OF EMERGENCY 911 SERVICE

Dear Mr. Repasky:

Claverack Communications LLC hereby provides notice to your county that it has filed with the Pennsylvania Public Utility Commission ("PUC") to become a Competitive Local Exchange Carrier ("CLEC"), and that Claverack Communications seeks initial discussion regarding the provision of emergency 911 service. Claverack Communications anticipates that it will begin offering retail voice services to customers in 2022. Prior to that time, Claverack Communications will take steps to ensure that emergency 911 service is available to its customers, including any steps required by your county.

If you have any questions, please feel free to contact me at (570) 265-2167.

Sincerely,



Steven G. Allabaugh
Manager

7019 1640 0001 7432 6803

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Sent To: Robert Repasky
Street and Apt. No., or PO Box No.: 22 Burgert Dr
City, State, ZIP+4®: Towanda PA 18848

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FEB 02 2021
Postmark Here
USPS
ACK

Jeff Porter
Wyoming County 911 Coordinator
P.O. Box 738
Tunkhannock, PA 18657

Robert Repasky
Bradford County 911 Coordinator
22 Burgert Drive
Towanda PA 18848

Fred Rosencrans
Luzerne County 911 Coordinator
100 Young Street
Hanover Township, PA 18706

Beth Baylor
Lycoming County 911 Coordinator
542 County Farm Road, Suite 101
Montoursville, PA 17754

Jason Dickinson
Sullivan County 911 Coordinator
P.O. Box 157
Laporte, PA 18626

Brad Ellsworth
Susquehanna County 911 Coordinator
County Office Building
81 Public Avenue
Montrose, PA 18801

Pennsylvania 9-1-1 Coordinators Participating Counties and Cities

Adams

Warren Bladen

230 Greenmyer Lane
Gettysburg, PA 17325-2313

Phone: 717.334.8603
Fax: 717.334.1822
Email: wpbladen@adamscounty.us

Allegheny

Gary Thomas

150 Hookstown Grade Road
Coraopolis, PA 15108

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