



Kelley Drye & Warren LLP  
Washington Harbour, Suite 400  
3050 K Street, NW  
Washington, DC 20007  
Tel: (202) 342-8400  
Fax: (202) 342-8451

August 20, 2024

Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

***via electronic filing***

Re: Astound Networks Pennsylvania, LLC Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania **(PUBLIC VERSION)**

Dear Secretary Chiavetta:

Enclosed please find the **Public Version** of the Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania for Astound Networks Pennsylvania, LLC.

Please note that **Exhibit D** of this application contains **Confidential Information**, which has been redacted in the public version of this filing. The unredacted Confidential material is being submitted in paper form via overnight courier with the Company's request for confidential treatment, along with a check in the amount of \$250 for the application filing fee.

Please contact Michael Dover of Kelley Drye & Warren, LLP at (312) 857-7087 or via email at [mdover@kelleydrye.com](mailto:mdover@kelleydrye.com) with any questions regarding this filing.

*/s/ Winafred Brantl*

Edward A. Yorkgitis, Jr.  
Winafred R. Brantl  
KELLEY DRYE & WARREN LLP  
3050 K Street N.W., Suite 400  
Washington, D.C. 20007  
Tel: (202) 945-6649  
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Enclosure

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

## **Application of Astound Networks Pennsylvania, LLC (“Applicant” or “Networks Pennsylvania”)**

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

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

**Astound Networks Pennsylvania, LLC  
650 College Rd. East, Ste. 3100  
Princeton, NJ 08540  
Tel. 609-681-2184  
Fax 703-434-8184**

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

**None**

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

**Edward A. Yorkgitis, Jr. [PA Bar No. 48581]  
Winafred R. Brantl  
Kelley Drye & Warren LLP  
3050 K Street NW Suite 400  
Washington, DC 20007  
Tel. 202-945-6649  
Fax. 202-342-8451  
Email: [cyorkgitis@kelleydrye.com](mailto:cyorkgitis@kelleydrye.com)  
[wbrantl@kelleydrye.com](mailto:wbrantl@kelleydrye.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.

**Winafred R. Brantl**  
**Kelley Drye & Warren LLP**  
**3050 K Street N.W., Suite 400**  
**Washington, D.C. 20007**  
**Tel. 202-945-6649**  
**Fax. 202-342-8451**  
**Email: [wbrantl@kelleydrye.com](mailto:wbrantl@kelleydrye.com)**

**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).

**Tyrone Cokley**  
**Senior Director of Technical Operations**  
**Astound Broadband**  
**2124 Ave C**  
**Bethlehem, Pennsylvania 18017**  
**Tel. 484-554-3304**  
**610-419-2470**

**Ron David**  
**Pennsylvania Senior Operations Manager**  
**Astound Broadband**  
**2124 Ave C**  
**Bethlehem, Pennsylvania 18017**  
**Tel. 610-476-4262**  
**610-419-2470**

**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.

**Trudy M. Longnecker, Sr. Manager Tariff & Compliance**  
**Astound Broadband**  
**P.O. Box 578459**  
**Chicago, Illinois 69657-8459**  
**[trudy.longnecker@astound.com](mailto:trudy.longnecker@astound.com)**  
**Tel. 312-955-4678**  
**Fax 703-434-8184**

**Joseph Kahl, VP, Corporate Regulatory & Government Affairs**  
**Radiate Holdings, L.P.**  
**650 College Rd. East, Ste. 3100**  
**Princeton, New Jersey 08540**  
[joe.kahl@astound.com](mailto:joe.kahl@astound.com)  
**Tel. 609-681-2184**  
**Fax 703-434-8184**

**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.

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Sole proprietor                                |
| <input type="checkbox"/>            | Domestic general partnership                   |
| <input type="checkbox"/>            | Domestic corporation                           |
| <input type="checkbox"/>            | Domestic limited partnership                   |
| <input type="checkbox"/>            | Domestic limited liability company             |
| <input type="checkbox"/>            | Domestic limited liability partnership         |
| <input type="checkbox"/>            | *Foreign corporation                           |
| <input type="checkbox"/>            | *Foreign general or limited partnership        |
| <input checked="" type="checkbox"/> | *Foreign limited liability company             |
| <input type="checkbox"/>            | *Foreign limited liability general partnership |
| <input type="checkbox"/>            | *Foreign limited liability limited partnership |

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

**CT Corporation System County: Dauphin**  
**C/O Astound Networks Pennsylvania, LLC**  
**600 N 2nd St, Suite 401**  
**Harrisburg, Pennsylvania 17101**

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

**Applicant is a limited liability company and does not have partners. A list of Applicant's officers is provided below.**

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

**The Applicant is incorporated in the State of Delaware as a Limited Liability Company. See Exhibit A for Network Pennsylvania's Certificate of Formation, Certificate of Name Change, and Certificate of Authority to Transact Business in Pennsylvania.**

Give name and address of officers:

**Steven J. Simmons, Chairman  
James Holanda, President & Chief Executive Officer  
John Feehan, Executive Vice President, Chief Financial Officer & Treasurer  
Jeffrey Kramp, Executive Vice President, Secretary & General Counsel  
Patrick Murphy, Executive Vice President & Chief Technology Officer  
John Gdovin, Executive Vice President & Chief Administrative Officer  
Robert Roeder, Executive Vice President & Chief Development Officer  
Parisa Salehani, Vice President & Controller**

**Officers may be contacted at 650 College Road East, Suite 3100, Princeton, New Jersey 08540.**

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

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

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

**Applicant has no legal predecessors that have done business in Pennsylvania. Under the umbrella of its ultimate parent, Radiate Holdings, L.P., which includes operating subsidiary entities that generally use the Astound Broadband and other trade names (collectively with Radiate Holdings, L.P., "Astound Broadband"), Applicant has two operating affiliates in Pennsylvania: RCN Telecom Services (Lehigh), LLC, and RCN Telecom Services of Philadelphia, LLC. Both entities are jurisdictional public utilities and have primary business offices located at 650 College Rd. East, Ste. 3100, Princeton, New Jersey 08540. RCN Telecom Services (Lehigh), LLC, and RCN Telecom Services of Philadelphia, LLC, are both Delaware-formed limited liability companies. A copy of the Astound Broadband organizational chart is attached as Exhibit B.**

**Applicant's affiliate, RCN Telecom Services (Lehigh), LLC, is authorized to provide and operates in Pennsylvania as a provider of local exchange and interexchange telecommunications services and as a Competitive Access Provider, pursuant to Docket No. A-310554F002 issued on October 8, 1997, Docket No. A-310554F003 issued on May 21, 1998, and Docket No. A-310554F002AMA issued on April 13, 2007, and as a video program provider pursuant to local franchises issued by local governments within Pennsylvania. These telecommunications authorizations were originally granted by the Commission to RCN Telecom Services, Inc., ("RCN TS"), which is no longer operational as a result of a 2010 corporate reorganization and merger approved in Docket No. A-2010-2172658.**

**Applicant's affiliate, RCN Telecom Services of Philadelphia, LLC, is authorized to provide and operates in Pennsylvania a provider of local exchange and interexchange telecommunications services and as a Competitive Access Provider, pursuant to Docket Nos. A-310555F002 and A-310555F0003 issued on March 31, 1999, and as a video program provider pursuant to local franchises issued by local governments within Pennsylvania. These telecommunications authorizations were granted by the Commission to RCN Telecom Services of Philadelphia, Inc., ("RCN Philadelphia Inc."), which is no longer operational as a result of a 2010 corporate reorganization and merger approved in Docket No. A-2010-2172659.**

**RCN TS and RCN Philadelphia Inc. were the surviving entities of a 1999 corporate reorganization and merger involving RCN Telecom Services of Pennsylvania, Inc., RCN Philadelphia Inc., and RCN Long Distance Company. The transaction merged RCN Long Distance Company into RCN Philadelphia Inc., with RCN Long Distance Company ceasing separate operations, and RCN Telecom Services of Pennsylvania, Inc. changing its name to RCN TS.**

**In addition to Applicant's two current operating affiliates in Pennsylvania, the following affiliated entities also historically operated in Pennsylvania:**

RCN New York Communications, LLC ("RCN NY") and NEON Connect, Inc. ("NEON"). RCN NY was authorized as a Competitive Access Provider pursuant to Docket No. A-311029 on February 21, 2001, and NEON was granted provisional authority as a provider of local exchange telecommunications services pursuant to Docket No. A-311317 on May 19, 2006, and as a Competitive Access Provider pursuant to Docket No. A-311317F0002 on April 14, 2006. RCN NY and NEON operated in Pennsylvania concurrently with RCN TS and RCN Philadelphia Inc. Control of RCN NY (which was renamed as Sidera Networks, LLC in 2010) and NEON were transferred to an entity unaffiliated with the Astound Broadband group of entities in Docket Nos. A-2013-2343851 and A-2013-2343853.

**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).

**Applicant has no legal predecessors, and under the Radiate Holdings, L.P. umbrella, Applicant is affiliated with the following entities providing public utility service outside of Pennsylvania.**

**a. Telecommunications Service Providers**

<b>Affiliate Name</b>	<b>Jurisdictions in which Affiliate Provides Telecommunications Service (Authorizations Held)</b>
RCN Telecom Services of New York, LP	New York (Facilities-based CPCN)
RCN Telecom Services of Massachusetts, LLC	Massachusetts (Circuit-switched and retail telecommunications)
RCN Telecom Services of Illinois, LLC	Illinois, Indiana (IXC, LEC)
Starpower Communications, LLC	District of Columbia (LEC), Maryland (IXC, LEC), Virginia (IXC, LEC)
Astound Broadband, LLC	California (IXC, LEC), Oregon (IXC, LEC), Washington (competitive telecommunications)
ETS Telephone Company, Inc.	Texas (COA)
Grande Communications Networks, LLC	Texas (SPCOA)
Digital West Networks, Inc.	California (LEC, IXC)
Norcast Communications Corporation	California (LEC, IXC)

<b>Affiliate Name</b>	<b>Jurisdictions in which Affiliate Provides Telecommunications Service (Authorizations Held)</b>
<b>Blue Rooster Telecom, Inc.</b>	<b>California (LEC, IXC) *** See Below ***</b>
<b>Astound Broadband II, LLC</b>	<b>California (LEC, IXC – Pending) *** See Below ***</b>

\*\*\* Blue Rooster, Inc., is in the process of merging into Digital West Networks, Inc. Digital West Networks, Inc., will be the surviving entity and will hold what is currently the Blue Rooster, Inc., California telecommunications authorization. As part of the same transaction, the Digital West Networks, Inc., California telecommunications authorization currently held by Digital West Networks, Inc., is being transferred to a newly-formed entity, Astound II, LLC. The transaction is currently pending before the California Public Utilities Commission.

**b. Video Service Providers**

<b>Affiliate Name</b>	<b>Jurisdictions or Area in which Affiliate Provides Video Service</b>
<b>RCN Telecom Services of Massachusetts, LLC</b>	<b>Massachusetts</b>
<b>RCN Telecom Services of New York, Inc.</b>	<b>New York</b>
<b>Starpower Communications, LLC</b>	<b>District of Columbia, Maryland, Virginia</b>
<b>RCN Telecom Services of Illinois, LLC</b>	<b>Illinois (Except north and northwest Chicago and Skokie area), Indiana</b>
<b>RCN Cable TV of Chicago, Inc.</b>	<b>Illinois (solely in north and northwest Chicago and Skokie areas)</b>
<b>Grande Communications Networks, LLC</b>	<b>Texas (Outside of the Houston area)</b>
<b>ETS Cablevision, Inc.</b>	<b>Texas (Houston area)</b>
<b>Operating Subsidiary Entities of WaveDivision Holdings, LLC</b>	<b>California, Oregon, Washington</b>

**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.

**Networks Pennsylvania is an entity in the Astound Broadband family of companies that was purpose-built to deploy all-fiber and other “Next Generation” facilities in Pennsylvania, including through participation in government programs, such as the Broadband, Equity, Access, and Deployment (“BEAD”) program which is designed to provide service to un-served and under-served locations. As background, the BEAD program provides \$42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment, and adoption programs in all 50 states, Washington D.C., Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Pennsylvania received about \$1.16 billion from the Federal government to award for BEAD programs, including for builds of high-speed Internet infrastructure in un-served and under-served areas of Pennsylvania through coordination with the Pennsylvania Broadband Development Authority. Networks Pennsylvania intends to bid for a share of this money. If Networks Pennsylvania’s bids are successful, Networks Pennsylvania will be able to leverage the well-established resources and expertise of its affiliated operating entities to expand broadband and other services to additional Pennsylvania consumers. In addition, Networks Pennsylvania intends to investigate and participate in other government programs to access new sources of capital, and will be positioned to access such new sources of capital and facilitate associated streamlined compliance with government program reporting requirements. Networks Pennsylvania intends to use facilities funded by BEAD and other government programs in Pennsylvania as well as equipment and facilities owned and operated by Astound Broadband affiliates to provide its initial services in Pennsylvania.**

**Networks Pennsylvania intends to provide a range of facilities-based and resold interexchange and local exchange telecommunications services, and also provide competitive access services, including private line and bandwidth transmission services. Networks Pennsylvania will comply with all applicable Commission rules, regulations, and standards and will provide safe, reliable, and high-quality telecommunications services in Pennsylvania using new and existing fiber facilities, including some in use by Astound Broadband affiliates.**

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.

**Networks Pennsylvania seeks authority to provide resold and facilities-based local exchange service in the Incumbent Local Exchange Carrier service territories of Verizon Pennsylvania LLC, Verizon North LLC, Frontier Communications – Commonwealth Telephone Company LLC, Windstream Conestoga, Inc., Windstream D&E, Inc., Frontier Communications of Pennsylvania, LLC, The North-Eastern PA Telephone Company, South Canaan Telephone Company, Ironton Telephone Company, Palmerton Telephone Company, Lackawaxen Telephone Company, Hancock Telephone Company, and TDS Telecom/ Deposit Telephone Company.**

**Networks Pennsylvania seeks authority to provide interexchange and competitive access service statewide.**

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.

**Networks Pennsylvania initially intends to market services as follows:**

- **Local exchange service to residential and business customers;**
- **Interexchange service to residential and business customers; and**
- **Competitive access service to residential and business customers.**

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.

**Networks Pennsylvania proposes to adopt the CLEC, interexchange, and CAP tariffs attached as Exhibit C.**

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

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

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

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

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

**Networks Pennsylvania is a wholly-owned subsidiary of Astound Networks, LLC, which is a wholly-owned subsidiary of Radiate HoldCo, LLC ("Radiate HoldCo"). Radiate HoldCo maintains nationwide balance sheets and income statements for its operating subsidiaries, and will continue to do so in Networks Pennsylvania's first year of operation.**

**Networks Pennsylvania is well-qualified financially to operate in Pennsylvania. As demonstrated by Radiate HoldCo's balance sheet, consolidated statements of operations, and consolidated statements of cash flows, along with auditor notes to the financial statements, contained in Confidential Exhibit D, Networks Pennsylvania possesses the requisite financial resources to provide all forms of resold and facilities-based interexchange and local exchange telecommunications services.**

**Networks Pennsylvania will maintain its records at 650 College Rd. East, Ste. 3100, Princeton, New Jersey 08540, and the custodian of Networks Pennsylvania's records and supporting documentation is:**

**Adam Siskind  
Senior Vice President, Finance, Astound Broadband  
650 College Rd. East, Ste. 3100  
Princeton, NJ 08540  
Tel. 609-681-2184  
Fax 703-434-8184**

**15. START DATE: The Applicant proposes to begin offering services in 2025.**

- 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.

**Applicant does not anticipate any further developments to which the present Application is preliminary.**

- 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.*

**A Certificate of Service is attached to this Application, demonstrating service on the entities shown above as well as the incumbent local exchange carriers identified in response to No. 11.**

- 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.

**Applicant does not claim a particular status pursuant to the Federal Telecommunications Act of 1996.**

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.

**Networks Pennsylvania, its affiliates, predecessors, and persons identified in this Application have not been convicted of a crime involving fraud or similar activity. Applicant is a newly-created entity that has not been a defendant or a respondent in any proceeding. Applicant's Pennsylvania affiliates, RCN Telecom Services (Lehigh), LLC, and RCN Telecom Services of Philadelphia, LLC, have not been a defendant or a respondent the last five (5) years, excluding routine employment litigation and litigation that is covered by insurance.**

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.

**This Application complies with 18 Pa. C.S. §§ 4903 and 4904.**

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

**Applicant understands the duty to request authority from the Commission for permission prior to ceasing business, and agrees to comply with this duty.**

**Astound Networks Pennsylvania, LLC**

  
\_\_\_\_\_

**Joseph Kahl**  
**Vice President, Corporate Regulatory &**  
**Government Affairs of Radiate Holdings, L.P.**

**AFFIDAVIT**

State of New Jersey :  
: ss.  
County of Mercer :

Joseph Kahl, Affiant, being duly sworn according to law, deposes and says:

That Affiant is the Vice President, Corporate Regulatory & Government Affairs of Radiate Holdings, L.P.;

That Affiant is authorized to and does make this affidavit for Astound Networks Pennsylvania, LLC;

That Astound Networks Pennsylvania, 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 1996, signed February 6, 1996, or with other applicable statutes or regulations;

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

That Astound Networks Pennsylvania, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.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. Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

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

Joseph Kahl  
Signature of Affiant

Sworn and subscribed before me this 12<sup>th</sup> day of July, 2024.  
Month Year

Alexandra Bernstein

Signature of official administering oath

ALEXANDRA BERNSTEIN  
Notary Public, State of New Jersey  
Comm. # 50219101  
My Commission Expires 02/26/2029

My Commission expires 2/26/29.



## Contact Information for Pennsylvania's 911 Coordinators

### Adams County

**Warren Bladen**

230 Greenamyer Lane  
Gettysburg, PA 17325-2313

**Phone:** 717.334.8603     **Fax:** 717.334.1822

**Email:** [wpbladen@adamscountypa.gov](mailto:wpbladen@adamscountypa.gov)

### Allegheny County

**Gary Thomas**

150 Hookstown Grade Road  
Coraopolis, PA 15108

**Phone:** 412.473.1412     **Fax:** 412.473.2623

**Email:** [gary.thomas@alleghenycounty.us](mailto:gary.thomas@alleghenycounty.us)

### Armstrong County

**Chad Gradwell**

131 Armsdale Road  
Kittanning, PA 16201

**Phone:** 724.548.3225     **Fax:** 724.548.3243

**Email:** [crgradwell@co.armstrong.pa.us](mailto:crgradwell@co.armstrong.pa.us)

### Beaver County

**Eric Brewer**

351 14<sup>th</sup> Street  
Ambridge, PA 15003

**Phone:** 724.775.1700     **Fax:** 724.266.3783

**Email:** [ebrewer@beavercountypa.gov](mailto:ebrewer@beavercountypa.gov)

### Bedford County

**Karen Waybright**

200 South Juliana Street  
Bedford, PA 15522

**Phone:** 814.623.9528     **Fax:** 814.623.0799

**Email:** [kwaybright@bedfordcountypa.org](mailto:kwaybright@bedfordcountypa.org)

### Berks County

**Brian Gottschall**

DirectLink Technology Center  
2561 Bernville Road  
Reading, PA 19605

**Phone:** 610.374.4800     **Fax:** 610.374.8865

**Email:** [bgottschall@berkspa.gov](mailto:bgottschall@berkspa.gov)

### Blair County

**Susan Ammerman**

615 4th Street  
Altoona, PA 16602

**Phone:** 814.940.5904     **Fax:** 814.940.5907

**Email:** [sammerman@blairco.org](mailto:sammerman@blairco.org)

### Bradford County

**Robert Repasky**

22 Burgert Drive  
Towanda, PA 18848

**Phone:** 570.265.9101     **Fax:** 570.265.2407

**Email:** [repaskyr@bradfordco.org](mailto:repaskyr@bradfordco.org)

### Bucks County

**John Geib**

911 Freedom Way  
Ivylnd, PA 18974

**Phone:** 215.340.8700     **Fax:** 215.328.8536

**Email:** [jgeib@buckscounty.org](mailto:jgeib@buckscounty.org)

### Butler County

**Robert McLafferty**

120 McCune Drive  
Butler, PA 16001-6388

**Phone:** 724.284.5211     **Fax:** 724.285.6388

**Email:** [rmclaffe@co.butler.pa.us](mailto:rmclaffe@co.butler.pa.us)

### Cambria County

**Art Martynuska**

401 Candlelight Drive, Suite 100  
Ebensburg, PA 15931

**Phone:** 814.472.2050      **Fax:** 814.472.1439

**Email:** [amartynuska@co.cambria.pa.us](mailto:amartynuska@co.cambria.pa.us)

### Cameron County

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**Email:** [camoes2@cameroncountypa.com](mailto:camoes2@cameroncountypa.com)

### Carbon County

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**Email:** [gwilliams@carboncounty.net](mailto:gwilliams@carboncounty.net)

### Centre County

**Norman J. Spackman III**

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**Phone:** 814.355.6800      **Fax:** 814.355.6776

**Email:** [njspackman@centrecountypa.gov](mailto:njspackman@centrecountypa.gov)

### Chester County

**William Meadowcroft**

Government Services Center  
601 Westtown Road, Suite 12  
West Chester, PA 19380-0990

**Phone:** 610.344.5000      **Fax:** 610.344.5050

**Email:** [wmeadowcroft@chesco.org](mailto:wmeadowcroft@chesco.org)

### Clarion County

**Michelle Lander**

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**Phone:** 814.226.6631      **Fax:** 814.226.4294

**Email:** [mlander@co.clarion.pa.us](mailto:mlander@co.clarion.pa.us)

### Clearfield County

**Jeremy Ruffner**

911 Leonard Street  
Clearfield, PA 16830-3245

**Phone:** 814.765.1407      **Fax:** 814.768.9920

**Email:** [jruffner@clearfield911.com](mailto:jruffner@clearfield911.com)

### Clinton County

**Jon Plessinger (interim)**

311 Frederick Street, Suite A  
Lock Haven, PA 17745

**Phone:** 570.893.4090      **Fax:** 570.893.4045

**Email:** [jplessinger@clintoncountypa.gov](mailto:jplessinger@clintoncountypa.gov)

### Columbia County

**Jeremy Brown**

East Central Emergency Network  
26 West First Street  
Bloomsburg, PA 17815

**Phone:** 570.389.5731      **Fax:** 570.784.2975

**Email:** [jbrown@columbiapa.org](mailto:jbrown@columbiapa.org)

### Crawford County

**Gregory Beveridge**

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Meadville, PA 16335

**Phone:** 814.373.2530      **Fax:** 814.724.2563

**Email:** [gbeveridge@co.crawford.pa.us](mailto:gbeveridge@co.crawford.pa.us)

### Cumberland County

**Robert Shively**

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Carlisle, PA 17013

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### Dauphin County

**Bart Shellenhamer**

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### Delaware County

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### Elk County

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Ridgway, PA 15853

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### Erie County

**John Durlin**

2880 Flower Road  
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### Fayette County

**Jodie Victor**

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### Forest County

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### Franklin County

**Bryan Stevenson**

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### Fulton County

**Brian Barton**

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### Greene County

**Jeff Rhodes**

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## Huntingdon County

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## Indiana County

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## Jefferson County

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## Juniata County

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## Lackawanna County

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## Lancaster County

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## Lawrence County

**Rich Hoover**

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## Lebanon County

**Bob Dowd**

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## Lehigh County

**Don Smith**

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## Luzerne County

**Lucy Morgan**

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### Lycoming County

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### McKean County

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### Mercer County

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### Mifflin County

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### Monroe County

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### Montgomery County

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### Montour County

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### Northampton County

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### Northumberland County

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### City of Philadelphia

**Kelly Collins**

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### Pike County

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### Potter County

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### Schuylkill County

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**Email:** [skrater@co.schuylkill.pa.us](mailto:skrater@co.schuylkill.pa.us)

### Snyder County

**Chad Aucker**

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### Somerset County

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### Sullivan County

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### Susquehanna County

**John Collins**

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### Tioga County

**Lisa Rice**

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### Union County

**Chad Aucker**

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**Phone:** 570.372.0535      **Fax:** 570.374.5151

**Email:** [operations@CSR911.org](mailto:operations@CSR911.org)

### Venango County

**Mark Seigworth**

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### Westmoreland County

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### Warren County

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### Wyoming County

**Jeff Porter**

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### Washington County

**Gerald Coleman**

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### York County

**Kim Holtzapple** (*interim*)

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York, PA 17402

**Phone:** 717.840.2901      **Fax:** 717.840.7553

**Email:** [klholtzapple@ycdes.org](mailto:klholtzapple@ycdes.org)

### Wayne County

**Betsy Turner**

43 Volunteer Drive  
Honesdale, PA 18431

**Phone:** 570.253.9458      **Fax:** 570.253.5522

**Email:** [bturner@waynecountypa.gov](mailto:bturner@waynecountypa.gov)

**Verification**

*I, Joseph Kahl, 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).*

July 10, 2024  
Date

\_\_\_\_\_  
Signature

A handwritten signature in cursive script that reads "Joseph Kahl". The signature is written in black ink and is positioned above a horizontal line.

\_\_\_\_\_  
Joseph Kahl

Vice President, Corporate Regulatory & Government Affairs  
of Radiate Holdings, L.P.

**List of Exhibits**

- Exhibit A    Network Pennsylvania’s Certificate of Formation, Certificate of Name Change, and Certificate of Authority to Transact Business in Pennsylvania.**
- Exhibit B    Astound Broadband Organizational Chart**
- Exhibit C    Proposed Tariffs**
- Exhibit D    Radiate HoldCo’s Financial Statements [CONFIDENTIAL]**

**Application of Astound Networks Pennsylvania, LLC for Approval of Authority  
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public  
in the Commonwealth of Pennsylvania**

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**Exhibit A**

**Network Pennsylvania's Certificate of Formation,  
Certificate of Name Change, and Certificate of Authority  
to Transact Business in Pennsylvania.**

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ASTOUND BEAD (PA), LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2024, AT 3:57 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

3930630 8100  
SR# 20242870045

Authentication: 203710100  
Date: 06-14-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**CERTIFICATE OF FORMATION**  
**OF**  
**ASTOUND BEAD (PA), LLC**

This Certificate of Formation is being executed as of June 13, 2024, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name The name of the limited liability company is Astound BEAD (PA), LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The registered agent of the Company for service of process is The Corporation Trust Company, located at Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

By: /s/ Michelle Hendrickson  
Name: Michelle Hendrickson  
Its: Authorized Person

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ASTOUND BEAD (PA), LLC", CHANGING ITS NAME FROM "ASTOUND BEAD (PA), LLC" TO "ASTOUND NETWORKS PENNSYLVANIA, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2024, AT 12:25 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

3930630 8100  
SR# 20242990124

Authentication: 203801848  
Date: 06-26-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
ASTOUND BEAD (PA), LLC**

June 26, 2024

Astound BEAD (PA), LLC, a limited liability company (the “Company”), filed its Certificate of Formation (the “Certificate”) with the Secretary of State of the State of Delaware on June 13, 2024. The undersigned, being duly authorized to execute and file this Certificate of Amendment to the Certificate of Formation, and pursuant to the provisions of Section 18-202 of the Act, does hereby certify as follows:

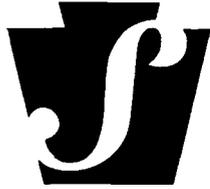
That paragraph one of the Certificate is hereby amended and restated in its entirety to read as follows:

“1. Name. The name of the limited liability company is Astound Networks Pennsylvania, LLC (the “Company”).”

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Formation as of the date first written above.

ASTOUND BEAD (PA), LLC

By: /s/ John Freehan  
Name: John Freehan  
Title: Authorized Person



**Pennsylvania Department of State**  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717.787.1057  
[dos.pa.gov/BusinessCharities](http://dos.pa.gov/BusinessCharities)

---

July 15, 2024

CT Corporation System  
600 NORTH SECOND STREET, SUITE 401  
HARRISBURG, PA 17101

**Entity Name:** Astound Networks Pennsylvania, LLC  
**Entity File Date:** July 15, 2024  
**Entity Number:** 0013901455  
**Filing Type:** Foreign Limited Liability Company

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit [www.pa100.state.pa.us](http://www.pa100.state.pa.us) to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit [www.Business.pa.gov](http://www.Business.pa.gov) to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

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

Pennsylvania Department of State  
**-FILED-**  
File #: 0013901455  
Date Filed: 7/15/2024

Return document by mail to: <b>15757856 50 18</b>		Foreign Regis DSC (rev)	 412
Name	<b>CT COUNTER</b>		
Address <b>mia.murray@wolterskluwer.com</b>			
City	State	Zip Code	
<input checked="" type="checkbox"/> Return document by email to: _____			

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

Fee: \$250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Business Corporation                 | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation                | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Astound Networks Pennsylvania, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

<u>605 College Road East, Suite 3100</u>	<u>Princeton</u>	<u>NJ</u>	<u>08540</u>
Number and street	City	State	Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

_____	_____	_____	_____
Number and street	City	State	Zip

**PA DEPT OF STATE**

JUL 15 2024

20688-8783 07/15/2024 10:31 AM Received by Pennsylvania Department of State

DSCB:15-412 - 2

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) \_\_\_\_\_  
Number and street City OR State Zip County

(b) c/o: C T Corporation System \_\_\_\_\_ Dauphin  
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date (MM/DD/YYYY) Hour (if any)

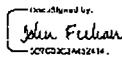
8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

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

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 9<sup>th</sup> day of July, 2024.

Astound Networks Pennsylvania, LLC  
Name of Association

  
Signature

Executive Vice President  
Title

B0688-8784 07/15/2024 18:31 AM Received by Pennsylvania Department of State

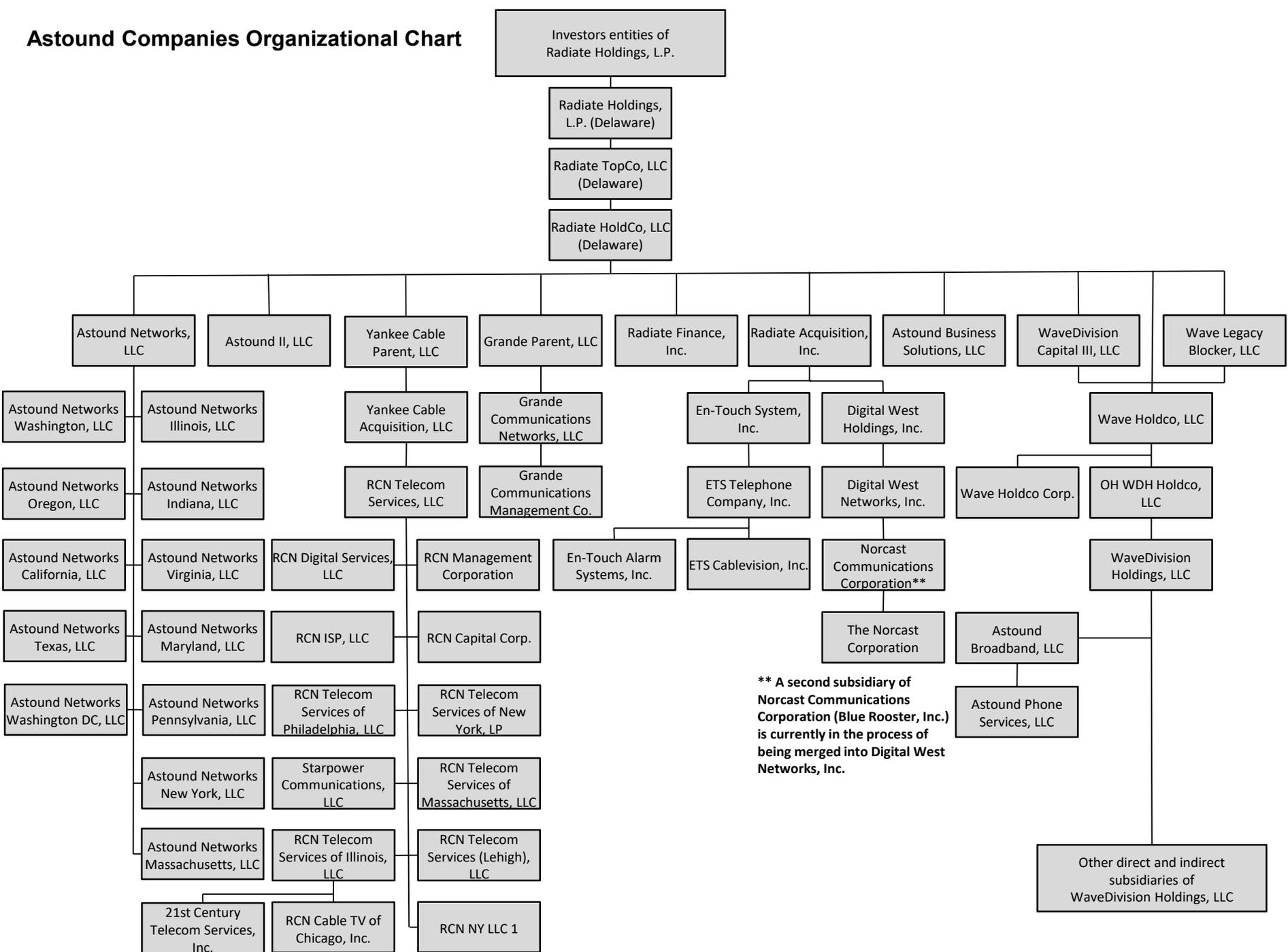
**Application of Astound Networks Pennsylvania, LLC for Approval of Authority  
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public  
in the Commonwealth of Pennsylvania**

---

**Exhibit B**

**Astound Broadband Organizational Chart**

# Astound Companies Organizational Chart



**\*\* A second subsidiary of Norcast Communications Corporation (Blue Rooster, Inc.) is currently in the process of being merged into Digital West Networks, Inc.**

**Application of Astound Networks Pennsylvania, LLC for Approval of Authority  
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public  
in the Commonwealth of Pennsylvania**

---

**Exhibit C**

**Proposed Tariffs:**

- No. 1 Competitive Local Exchange Carrier Tariff**
- No. 2 Resold Interexchange Carrier Tariff**
- No. 3 Facilities-Based Interexchange Carrier Tariff**
- No. 4 Competitive Access Provider Tariff**

**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN  
THE COMMONWEALTH OF PENNSYLVANIA**

PROVIDED BY  
**Astound Networks Pennsylvania, LLC**  
650 College Road East, Suite 3100, Princeton, NJ 08540

This Tariff contains the descriptions, regulations, and rates applicable to the offering of intrastate telecommunications services by Astound Networks Pennsylvania, LLC, within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and available via the Company's website at [www.astound.com](http://www.astound.com). Copies may be inspected during normal business hours at the Company's principal place of business.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B and 185C; Verizon North LLC Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; Frontier Communications – Commonwealth Telephone Company LLC (PA P.U.C. No. 23/24); Frontier Communications of Pennsylvania, LLC (PA P.U.C. No. 14); Hancock Telephone Company (PA PUC Tariff No. 1); Ironton Telephone Company (PA PUC Tariff No. 2); Lackawaxen Telephone Company (PA PUC Tariff No. 2); The North-Eastern PA Telephone Company (PA PUC Tariff No. 9); Palmerton Telephone Company (PA PUC Tariff No. 5); South Canaan Telephone Company (PA PUC Tariff No. 7); TDS Telecom/Deposit Telephone Company (PA PUC Tariff No. 2); Windstream Conestoga, Inc. (PA P.U.C. No. 12); and Windstream D&E, Inc. (PA P.U.C. No. 18). 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 Communications Act of 1934, as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****CHECKSHEET**

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

<b>Page No.</b>	<b>Revision Level</b>		<b>Page No.</b>	<b>Revision Level</b>		<b>Page No.</b>	<b>Revision Level</b>	
Title	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*

\* Denotes new or revised Tariff page included in this filing.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****CHECKSHEET (cont'd)**

<b>Page No.</b>	<b>Revision Level</b>		<b>Page No.</b>	<b>Revision Level</b>		<b>Page No.</b>	<b>Revision Level</b>	
75	Original	*	100	Original	*			
76	Original	*	101	Original	*			
77	Original	*	102	Original	*			
78	Original	*	103	Original	*			
79	Original	*	104	Original	*			
80	Original	*	105	Original	*			
81	Original	*	106	Original	*			
82	Original	*	107	Original	*			
83	Original	*	108	Original	*			
84	Original	*	109	Original	*			
85	Original	*	110	Original	*			
86	Original	*	111	Original	*			
87	Original	*	112	Original	*			
88	Original	*	113	Original	*			
89	Original	*	114	Original	*			
90	Original	*	115	Original	*			
91	Original	*	116	Original	*			
92	Original	*	117	Original	*			
93	Original	*	118	Original	*			
94	Original	*	119	Original	*			
95	Original	*	120	Original	*			
96	Original	*	121	Original	*			
97	Original	*						
98	Original	*						
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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

**LIST OF MODIFICATIONS**

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS**

**CHECKSHEET**.....1

**LIST OF MODIFICATIONS**.....3

**TABLE OF CONTENTS**.....4

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF**.....6

**TARIFF FORMAT**.....7

**SECTION 1 – DEFINITIONS**.....8

**SECTION 2 – RULES AND REGULATIONS** ..... 11

2.1 Undertaking of the Company.....11

2.2 Prohibited Uses .....27

2.3 Obligations of the Customer .....27

2.4 Customer Equipment and Channels.....30

2.5 Payment Arrangements .....33

2.6 Allowances for Interruptions in Service .....40

2.7 Use of Customer's Service by Others .....43

2.8 Cancellation of Service/Termination Liability.....44

2.9 Transfers and Assignments .....44

2.10 Notices and Communications .....45

2.11 Telecommunications Relay Service .....46

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Effective: August \_\_, 2024

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Joseph Kahl  
 VP, Corporate Regulatory & Government Affairs  
 650 College Rd. East, Ste. 3100  
 Princeton, NJ 08540

**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS (CONT'D)**

**SECTION 3 – SERVICE AREAS**.....49

3.1 Scope.....49

3.2 Exchange Service Areas — Extended Service Areas .....49

**SECTION 4 – BASIC SERVICES AND RATES**.....107

4.1 Distance Calculations.....107

4.2 Rate Periods for Time of Day Sensitive Services .....107

4.3 Local Exchange Service.....107

4.4 Local Services Bundles.....108

4.5 Local Service Packages.....108

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES** .....110

5.1 Service Change Charges .....110

5.2 Restoration of Service ..... 112

5.3 Custom Calling Features.....112

5.4 Directory Assistance and Operator Services.....117

5.5 Busy Line Verification and Emergency Interrupt Service .....118

5.6 Directory Listing Service.....119

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 Princeton, NJ 08540

**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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

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

- I** — To signify increased rate
- D** — To signify decreased rate
- C** — To signify all other changes

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****TARIFF FORMAT**

- A. Page Numbering** — Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** — Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** — There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** — When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page 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 page is the most current on file with the Commission.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 1 — DEFINITIONS

For purposes of this Tariff, the following definitions will apply:

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

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

**Commission or PUC** — Refers to the Pennsylvania Public Utility Commission, unless otherwise indicated.

**Company** — Astound Networks Pennsylvania, LLC, the issuer of this Tariff.

**CPE or Customer Premises Equipment** — Telephone terminating equipment, such as handsets, PBXs, and models located on the customer's premises and connected to the phone service provider network.

**Customer** — The person, firm or corporation, or other entity which orders, cancels, amends, or uses Service and is responsible for the payment of charges and compliance with this Tariff.

**Customer Equipment** — Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

**Deposit** — Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**Exchange Telephone Company or Telephone Company** — Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**FCC** — The Federal Communications Commission.

**Fiber Optic Cable** — A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 1 — DEFINITIONS (CONT'D)

**Hearing Impaired** — Those persons with communications impairments, including those hearing impaired, deaf, deaf/blind and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**IXC or Interexchange Carrier** — A long distance telecommunications service provider.

**LATA** — A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4, or its successor Tariff(s).

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

**Network** — The Company’s digital fiber optics-based network, inclusive equipment on used as part of the network.

**Non-Recurring Charge (“NRC”)** — The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Numbering Plan Area (“NPA”)** — An NPA is referred to as an area code. There are two general categories of NPAs: (1) Geographic NPA — associated with a defined geographic area; all telephone numbers bearing such an NPA are associated with services provided within that geographic area; and (2) Non-Geographic NPA — associated with a specialized telecommunications services, which may be provided across multiple geographic NPA areas; for example 800, 900, 700, 500 and 888 — also known as a Service Access Code or SAC.

**Other Telephone Company** — An Exchange Telephone Company, other than the Company.

**Premises** — The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Recurring Charges** — Monthly charges to the Customer for services and equipment, which continues for the agreed-upon duration of the service.

**Service** — Any means of service offered herein or any combination thereof.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 1 — DEFINITIONS (CONT'D)

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

**Service Order** — A written request for Services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the Tariff.

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

**Tandem** — A class 4 switch facility to which NPA (Number Plan Area) and NXX (Network Numbering Exchange) codes are subtended. NPA.NXX refers to the first 6 digits of a 10-digit telephone number.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Two-Way** — A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**User or End User** — A Customer or any other person authorized by a Customer to use service provided under this Tariff.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

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

##### 2.1.2 Shortage of Equipment or Facilities

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

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

1. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this Tariff, a monthly billing period is considered to have 30 days.
2. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the service order shall survive such termination.
4. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

5. Termination of service by the Company to a residential customer will follow a two-step process, whereby the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of proposed suspension regardless upon which basis suspension is sought (52 Pa. Code §64.71). 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 arrears; (2) failure to post a deposit; (3) failure to meet the requirements of a payment agreement; (4) failure to give adequate assurances that an unauthorized use or practice will cease (52 Pa. Code §64.121).

Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of the Tariff; or
  - b. the Customer is using the service in violation of the law.
6. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.
  7. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise to any other telephone company, or purchase any services from any other telephone company in order to have the right to obtain service directly from the Company.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

8. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

##### 2.1.4 Liability of the Company

1. The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.5 as a condition precedent to such installations.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

6. The Company is not liable for any claims for loss or damages involving:  
(1) breach in the privacy or security of communications transmitted over the Company's facilities; (2) injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities unless such injury to property or injury or death to persons is caused by gross negligence or willful misconduct of the Company's agents or employees; (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (4) Any noncompletion of calls due to network busy conditions.
7. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

8. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company, except as caused by the Company's gross negligence or willful misconduct or as otherwise as required by law.
9. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
10. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

11. Directory Errors — The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
12. With respect to Emergency 911 Service:
  - A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

12. With respect to Emergency 911 Service: (Cont'd)

B. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
3. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.6 Provision of Equipment and Facilities (Cont'd)

4. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
5. 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 other party other than the Company, including, but not limited to, the Customer.
6. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Universal Emergency Telephone Number Service (911, E911)****1. General**

Universal Emergency Telephone Number Service (911 Service) allows the Customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point ("PSAP"). The telephone user who dials the 911 number will not be charged for the call.

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended), the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.65 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

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

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.1 Undertaking of the Company (Cont'd)

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

###### 2. Regulations

The Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.

The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

The Company's liability and insurance provisions are fully stated in the Tariff's General Regulations.

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.

The Company will not use the county's/municipality's Master Street Address Guide ("MSAG") for any purpose that is not directly related to and required for the provision of 9-1-1 service.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Universal Emergency Telephone Number Service (911, E911) (Cont'd)****2. Regulations (Cont'd)**

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 91-1 service.

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 telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

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.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Universal Emergency Telephone Number Service (911, E911) (Cont'd)****2. Regulations (Cont'd)**

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 telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

**2.1.8 Non-routine Installation**

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction charges will be determined on an individual basis. Special construction is that construction undertaken:

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

**2.1.10 Ownership of Facilities**

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

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4** A customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this Tariff will apply.

#### 2.3 Obligations of the Customer

##### 2.3.1 General

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this Tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.1 General (Cont'd)

6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

##### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims (Cont'd)**

2. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

**2.4.2 Station Equipment**

1. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Station Equipment (Cont'd)**

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

**2.4.3 Interconnection of Facilities**

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
2. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.
3. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.4 Customer Equipment and Channels (Cont'd)

##### 2.4.3 Interconnection of Facilities (Cont'd)

4. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an “End User” as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition). This restriction does not apply to Trunk-Side Access Feature Group D Access Service.

##### 2.4.4 Inspections

1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all authorized users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

**2.5.2 Billing and Collection of Charges**

1. Non-recurring charges are due and payable from the customer within 30 days after the billing date, unless otherwise agreed to in advance.
2. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the billing date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
3. When service does not begin on the first day of a billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every billing period is considered to have 30 days.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

4. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the billing period in which the service, circuit, arrangement or component is discontinued.
5. If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty may be due to the Company. A 1.25% late payment charge applies to any unpaid balance carried forward from a monthly bill to the next monthly billing period's bill. The Customer's bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not postmarked within thirty days after the billing date.
6. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
7. Payment Options: The Customer may make payments in person, mail payments through the U.S. mail, have payments automatically deducted from checking or savings accounts, make payments through the Company's automated phone systems via credit card or checking/savings accounts for a fee of \$3.50, or make payments through a Company Customer Service Representative via credit card or checking/savings accounts for a fee of \$5.95.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

8. Customer have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. Disputes can be brought to the attention of the Company orally or in writing by the Customer before actual suspension or termination of service. Suspension or termination is prohibited until the resolution of the dispute. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address: Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265, or toll-free at 1-800-692-7380.
9. If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.
10. The Company complies with the requirements of 52 Pa Code Chapter 64 regarding billing standards and practices for residential customers. In instances where sections of this Tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

**2.5.3 Advance Payments**

The Company requires Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one monthly billing period's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use (including seasonal service).

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.4 Deposits**

1. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed the Customer's average two (2) month's charges, including toll and interexchange service charges, during the preceding twelve (12) month period for a service or facility which has a minimum payment period of one month.
2. When a deposit is assessed against an applicant, the Company shall require payment of only one-half (1/2) of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due thirty (30) days from the date of the initial deposit payment.
3. A deposit may be required in addition to an advance payment.
4. Deposits shall accrue interest in accordance with Commission and state law requirements.
5. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.
6. After the Customer has paid invoices for service for twelve (12) consecutive monthly billing periods without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two (2) occasions, the Company will promptly return a deposit, provided the Customer is not currently delinquent, or the Company will credit the deposit to the Customer's account if requested by Customer.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service**

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue or suspend service without incurring any liability. Except for emergency situations, suspension or termination of service for nonpayment will not commence on Saturday, Sunday, a bank holiday, or any other holiday observed by the Company.
2. Upon violation by Customer of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek recourse to recover Service costs involved in enforcement of this provision.
7. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1. or 2.5.5.2., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

**2.5.6 Cancellation by Customer**

Customers may cancel service verbally or in writing. Customer shall give Company at least five (5) days' notice of cancellation. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date for the billing period in which the cancellation occurs. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

1. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced. Such charge will be deducted from any Advance Payment collected as part of the Application for Service. The Company will reimburse Customers based on the following: Customers whose Service Orders have not yet been processed will receive a complete refund; those whose Service Orders are in process will receive a 50% credit; Service Orders that have been completed are not eligible for a refund.
2. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
3. The special charges described in 2.5.7.1. through 2.5.7.2. will be calculated and applied on a case-by-case basis.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.8 Changes in Service Requested**

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

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

Refunds for service interruptions shall conform with 52 Pa. Code. § 63.52.

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
3. A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.1 Credit for Interruptions (Cont'd)**Interruptions of 24 Hours or Less

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions of 24 Hours and greater.

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Up to first three full 24-hour periods	1/30 Tariffed monthly recurring rate
Each full 24-hour period beyond the first three 24-hour periods	2/30 Tariffed monthly recurring rate
Each full 24 hours for interruptions caused outside of Company's control	1/30 Tariffed monthly recurring rate

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.6 Allowances for Interruptions in Service (Cont'd)

##### 2.6.2 Limitations of Allowances

No credit allowance will be made for:

1. interruptions due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, authorized user or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
4. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
5. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. A Customer is required to give at least five (5) days oral or written notice prior to cancellation.

**2.6.4 Use of Another Means of Communications**

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

**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this Tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Pennsylvania PUC regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.7.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

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

- 2.8.1** all Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer.
- 2.8.3** The maximum liability will not exceed all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4** a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.10 Notices and Communications

- 2.10.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3** Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, when sent via email, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****2.11 SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Telecommunications Relay Service****2.11.1 General**

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

**2.11.2 Surcharge**

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

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Telecommunications Relay Service (Cont'd)****2.11.2 Surcharge (Cont'd)**

The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on or after the effective date of this Tariff:

Per residence access line, per month	\$0.00
Per business access line, per month	\$0.00

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

<b>Number of Centrex Lines</b>	<b>Equivalent Lines</b>
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Telecommunications Relay Service (Cont'd)****2.11.2 Surcharge (Cont'd)**

The TRS Surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis. (Cont'd)

<b>Number of Centrex Lines</b>	<b>Equivalent Lines</b>
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex Lines	1

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS****3.1 Scope**

Company mirrors the service areas of Verizon Pennsylvania LLC, Verizon North LLC, Frontier Communications – Commonwealth Telephone Company LLC, Frontier Communications of Pennsylvania, LLC, Hancock Telephone Company, Ironton Telephone Company, Lackawaxen Telephone Company, North-Eastern Pennsylvania Telephone Company, Palmerton Telephone Company, South Canaan Telephone Company, TDS Telecom/ Deposit Telephone Company, Windstream Conestoga, Inc. and Windstream D&E, Inc. as listed below.

**3.2 Exchange Service Areas — Extended Service Areas**

## 3.2.1 Verizon Pennsylvania LLC – Philadelphia Exchange Areas

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.2 Verizon Pennsylvania LLC –Philadelphia Suburban Exchange Area**

Originating Exchange	Local Calling Area
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newtown Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newtown Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newtown Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.2 Verizon Pennsylvania LLC –Philadelphia Suburban Exchange Area (Cont'd)**

Originating Exchange	Local Calling Area
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.2 Verizon Pennsylvania LLC –Philadelphia Suburban Exchange Area (Cont'd)**

Originating Exchange	Local Calling Area
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.2 Verizon Pennsylvania LLC –Philadelphia Suburban Exchange Area (Cont'd)**

Originating Exchange	Local Calling Area
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.3 Verizon Pennsylvania LLC – Pittsburgh Exchange Area**

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.4 Verizon Pennsylvania LLC – Pittsburgh Suburban Exchange Area**

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

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Originating Exchange	Local Calling Area
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

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

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

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Originating Exchange	Local Calling Area
Bellwood	Altoona, Bellwood, Tyrone
Berwick	Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Big Run	Big Run, Punxsutawney
Black Lick	Black Lick, Blairsville, Homer City, Indiana
Blairsville	Black Lick, Blairsville, Bolivar, Derry, Homer City, Indiana, Latrobe
Bloomsburg	Berwick, Bloomsburg, Catawissa, Danville, Millville, Numidia, Orangeville (Commonwealth Tel.), Washingtonville
Boalsburg	Bellefonte, Boalsburg, Centre Hall, Spring Mills, State College
Bolivar	Blairsville, Bolivar, New Florence
Bradford	Bradford, Duke Center (Armstrong North), Eldred, Mount Jewett, Rew, Smethport, Limestone, NY (Verizon – NY)

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Originating Exchange	Local Calling Area
Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Buckingham	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Burgettstown	Avella, Burgettstown, McDonald, Midway (Windstream), Murdocksville (Armstrong), Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City
Canonsburg	Canonsburg, Hickory (Hickory Tel. Co.), McDonald, McMurray, Pitb. Subn. Zone 13, Washington
Carbondale	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)
Carrolltown	Barnesboro, Carrolltown, Ebensburg, Hastings, Patton
Carversville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, New Hope, Plumsteadville, Wycombe

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

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Originating Exchange	Local Calling Area
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne
Clymer	Clymer, Indiana
Coatesville	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Collegeville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, North Wales, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phila. Subn. Zone 31, Phoenixville, Pottstown, Royersford, Schwenksville, Souderton
Connellsville	Connellsville, Dawson, Mount Pleasant, Scottdale, Uniontown
Coudersport	Austin, Coudersport, Roulette, Ulysses
Cresco	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Cresson	Altoona, Cresson, Ebensburg, Hollidaysburg, Portage
Curwensville	Clearfield, Curwensville, Mahaffey
Danville	Bloomsburg, Catawissa, Danville, Elysburg, Northumberland, Sunbury, Washingtonville

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Originating Exchange	Local Calling Area
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Derry	Blairsville, Derry, Greensburg, Latrobe
Donora	Belle Vernon, Charleroi, Donora, Elizabeth, Monessen, Monongahela
Downingtown	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Doylestown	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Phila. Subn. Zone 45, Plumsteadville, Wycombe
Dublin	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasio, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester

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Originating Exchange	Local Calling Area
Easton	Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
East Palestine	East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.)
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North)
Eldred	Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville (CenturyLink), Wampum, Zelienople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury
Endeavor	Endeavor, Tidioute, Tionesta
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown

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Originating Exchange	Local Calling Area
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis
Finleyville	Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12
Fleetwood	Fleetwood, Kutztown, Leesport (Commonwealth Tel.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Topton (The Conestoga Tel. and Tel. Co.)
Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Galeton	Galeton
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell

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Originating Exchange	Local Calling Area
Glenmoore	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (The Conestoga Tel. and Tel. Co.), Glenmoore, Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg, Pughtown, West Chester
Glenwillard	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton, Sassamansville (The Conestoga Tel. and Tel. Co.)
Greensburg	Delmont (Windstream), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (Windstream), Youngwood
Greenville	Greenville, Sharpsville, Sheakleyville (Windstream), Transfer (The Pymatuning Ind. Tel. Co.)
Grove City	Blacktown (CenturyLink), Grove City, Harrisville (CenturyLink), Mercer, Wesley (Verizon North)
Halifax	Dauphin, Elizabethville (Commonwealth Tel.), Halifax, Harrisburg Zone 1, Millersburg (Commonwealth Tel.)
Hamburg	Hamburg, Kempton (Verizon North), Leesport (Commonwealth Tel.), Reading

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Originating Exchange	Local Calling Area
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Harleysville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Hastings	Barnesboro, Carrolltown, Hastings, Patton
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngham-Drums (Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Commonwealth Tel.), Weatherly, White Haven
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown
Herminie	Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23

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Originating Exchange	Local Calling Area
Hollidaysburg	Altoona, Cresson, Hollidaysburg
Homer City	Black Lick, Blairsville, Homer City, Indiana
Honesdale	Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North-Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.)
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg
Hookstown	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Houtzdale	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North)
Huntingdon	Alexandria, Huntingdon, Marklesburg (CenturyLink), McConnellstown (CenturyLink), Mount Union
Imperial	Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Indiana	Black Lick, Blairsville, Clymer, Elderton (Windstream), Homer City, Indiana, Marion Center, Parkwood

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Originating Exchange	Local Calling Area
Jeannette	Greensburg, Harrison City (Windstream), Herminie, Jeannette, Pitb. Subn. Zone 23
Jermyn	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton
Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval (Pennsylvania Tel. Co.), Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighon, Nesquehoning, Weatherly, White Haven
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)
Kennett Square	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Kingston	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin

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Originating Exchange	Local Calling Area
Kutztown	Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Topton (The Conestoga Tel. and Tel. Co.)
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan (The South Canaan Tel. Co.), Wallenpaupack, Waymart (The South Canaan Tel.Co.)
Lake Como	Lake Como
Lancaster	Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Leola (Frontier Comm. Of PA), Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), New Holland (Frontier Comm. Of PA), Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Landenberg	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Landisville	Lancaster, Landisville, Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), Strasburg
Lansdale	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Souderton

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.5 Verizon Pennsylvania LLC – Other Exchange Areas (Cont'd)**

Originating Exchange	Local Calling Area
Latrobe	Blairsville, Derry, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, Ligonier, New Alexandria (Windstream)
Lebanon	Annville, Frystown (Verizon North), Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Myerstown (Verizon North), Palmyra, Schaefferstown (Verizon North)
Leeper	Clarion, Leeper, Marienville
Lehighton	Jim Thorpe, Lehighton, Nesquehoning, Palmerton (Palmerton Tel. Co.)
Lenape	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, Westtown
Lewistown	Bellefonte (CenturyLink), Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal (CenturyLink), Reedsville (CenturyLink)
Ligonier	Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.)
Line Lexington	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasi, Phila. Subn. Zone 45, Souderton
Lock Haven	Avis, Beech Creek (CenturyLink), Jersey Shore, Lock Haven, Mill Hall (CenturyLink), Woolrich

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.5 Verizon Pennsylvania LLC – Other Exchange Areas (Cont'd)**

Originating Exchange	Local Calling Area
Lords Valley	Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack
Lowellville	Bessemer, Hubbard, O. (AMERITECH, O.), Lowellville, Lowellville, O. (AMERITECH, O.), New Castle, North Lima, O. (AMERITECH, O.), Youngstown, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown

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Originating Exchange	Local Calling Area
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (Windstream), Oakdale, Pitb. Subn. Zone 13
McMurray	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Mendenhall	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Mercer	Blacktown (CenturyLink), Fredonia (Windstream), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon North)
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Millersville	Lancaster, Landisville, Millersville, Mountville (CenturyLink), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College

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Originating Exchange	Local Calling Area
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsontown (Windstream)
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont (Commonwealth Tel.)
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
Monongahela	Belle Vernon, Charleroi, Donora, Elizabeth, Finleyville, Monessen, Monongahela
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Morrisville	Ewing, NJ (Verizon – NJ), Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Yardley
Mortonville	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre

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Originating Exchange	Local Calling Area
Mount Carmel	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Mount Gretna	Annaville, Lebanon, Mount Gretna, Palmyra
Mount Jewett	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Mount Pleasant, Scottdale, Youngwood
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown (CenturyLink), Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning
New Castle	Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward

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Originating Exchange	Local Calling Area
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
New Hope	Buckingham, Carversville, Doylestown, Lambertville, NJ (Verizon – NJ), New Hope, Newtown, Plumsteadville, Wycombe, Yardley
New Kensington	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
New Philadelphia	Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
New Salem	Brownsville, New Salem, Republic, Uniontown
Newtown	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury
North Wales	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14

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Originating Exchange	Local Calling Area
Olyphant	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Orwigsburg	Auburn (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Oxford	Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove
Palmyra	Annville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.)
Parkesburg	Atglen (Commonwealth Tel.), Coatesville, Gap (Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally (The Conestoga Tel. and Tel. Co.), Green Lane, Pennsburg, Perkasio, Quakertown, Sassamansville (The Conestoga Tel. and Tel. Co.), Souderton

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Originating Exchange	Local Calling Area
Perkasie	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasie, Plumsteadville, Quakertown, Schwenksville, Souderton
Perryopolis	Belle Vernon, Dawson, Fayette City, Perryopolis, Uniontown
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne
Phoenixville	Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Pittston	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Line Lexington, New Hope, Perkasie, Plumsteadville, Quakertown
Plymouth	Kingston, Mountaintop, Nanticoke, Plymouth, Wilkes-Barre
Point Marion	Cheat Lake (Verizon – W. Va.), Fairchance, Masontown, Point Marion, Morgantown, W. Va. (Verizon – W. Va.), Smithfield, Uniontown
Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
Port Allegany	Eldred, Port Allegany, Roulette, Smethport

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

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

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

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Originating Exchange	Local Calling Area
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Smock	Brownsville, Smock, Uniontown
Snow Shoe	Bellefonte, Frenchville, Snow Shoe
Souderton	Center Point, Colledgeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasio, Quakertown, Schwenksville, Souderton
Springdale	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy

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Originating Exchange	Local Calling Area
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda (Windstream), Spring Mills, State College
Strasburg	Gap (Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
Sugar Grove	Russell, Sugar Grove, Warren, Youngsville
Sunbury	Danville, Elysburg, Milton, Northumberland, Selinsgrove (Verizon North), Shamokin, Sunbury
Sykesville	DuBois, Luthersburg (Windstream), Reynoldsville, Sykesville
Tamaqua	Lakewood (Frontier Comm. – Lakewood), Lansford (Windstream), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Tidioute	Endeavor, Tidioute, Tionesta, Warren

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Originating Exchange	Local Calling Area
Tyrone	Altoona, Bellwood, Tyrone, Warriors Mark (Windstream)
Tionesta	Endeavor, Tidioute, Tionesta
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown
Unionville	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown
Upper Black Eddy	Easton, Ferndale (Commonwealth Tel.), Frenchtown, NJ (Verizon – NJ), Milford, NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (Commonwealth Tel.), Upper Black Eddy
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack
Wampum	Beaver Falls, Ellwood City, New Castle, Wampum
Warren	Russell, Sheffield (Windstream), Sugar Grove, Tidioute, Warren, Youngsville
Washington	Avella, Buffalo (Verizon North), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (Verizon North), Washington, West Alexander

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Originating Exchange	Local Calling Area
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville (Windstream), Washingtonville
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven
West Alexander	Claysville, Washington, West Alexander
West Chester	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 28, West Chester, Westtown
West Grove	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Parkesburg, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE)
West Middlesex	Sharon, Sharon, O. (AMERITECH, O.), Sharpsville, West Middlesex
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)
Westtown	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown
White Haven	Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven

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Originating Exchange	Local Calling Area
Wilkes-Barre	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Williamsport	Jersey Shore, Loyalsock (Verizon North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon North), Williamsport
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich
Wycombe	Buckingham, Doylestown, New Hope, Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 45, Wycombe
Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Yardley	Ewing, NJ (Verizon – NJ), Morrisville, New Hope, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Wycombe, Yardley
Youngsville	Russell, Sugar Grove, Warren, Youngsville
Youngwood	Greensburg, Mount Pleasant, Youngwood
Zelienople	Beaver Falls, Criders Corners (North Pitt. Tel. Co.), Ellwood City, Evans City (CenturyLink), Zelienople

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)**

## 3.2.6 Verizon North LLC – Exchange Areas

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

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Originating Exchange	Local Calling Area
Clintonville	Franklin, Wesley
Confluence	Rockwood, Salisbury
Cooperstown	Franklin, Oil City
Corry	Spartansburg, Union City, Wattsburg
Davidsville	Johnstown
Delta	Airville, Fawn Grove, Cardiff, Md. (Verizon – Md.)
Dillsburg	Dover, Harrisburg Zone 1, Mechanicsburg
Dingman's Ferry	Milford/Log Tavern, Montague, NJ (CenturyLink)
East Berlin	Dover, Hanover (CenturyLink), New Oxford (CenturyLink), York
Edinboro	Cambridge Springs, Erie, McKean
Elkland	Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield
Emmaus	Allentown, Bethlehem, Ironton (Ironton Telephone Co.)
Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.6 Verizon North LLC – Exchange Areas (Cont'd)**

Originating Exchange	Local Calling Area
Fairview	Erie, Girard, McKean
Fawn Grove	Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.)
Franklin	Cooperstown, Oil City
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.)
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Harrison Valley	Ulysses, Westfield
Hershey	Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Hooversville	Boswell, Johnstown, Stoystown, Somerset
Jefferson	Glen Rock, Hanover (CenturyLink), Spring Grove, York
Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber

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Originating Exchange	Local Calling Area
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli
Knoxville	Elkland
Lincolnton	Union City, Spartansburg, Townville (Windstream)
Loganville	Glen Rock, Red Lion, York
Loyalsock	Muncy, Trout Run, Williamsport
Manchester	Dover, York
Mantzville	Lehighton, McKeansburg, Tamaqua
Matamoras	Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
Meyersdale	Berlin, Rockwood, Salisbury, Somerset
Middleburg	Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove

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Originating Exchange	Local Calling Area
Milford/Log Tavern	Cuddebackville, NY (Verizon – NY), Dingman’s Ferry, Matamoras, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Myerstown	Frystown, Schaefferstown, Womelsdorf, Lebanon
Nanty Glo	Ebensburg, Johnstown
New Bedford	New Castle, New Wilmington
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (CenturyLink)
North East	Erie, South Ripley, NY (Verizon – NY), Wattsburg
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.)
Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville (CenturyLink), Ellwood City
Red Lion	Broque, Loganville, York

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Originating Exchange	Local Calling Area
Robesonia	Bernville, Womelsdorf, Reading
Rockwood	Berlin, Confluence, Meyersdale, Somerset
Sabinsville	Westfield
Salisbury	Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.)
Saltsburg	Avonmore
Sayre	Waverly, NY (Verizon – NY)
Schaefferstown	Myerstown, Womelsdorf, Lebanon
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Selinsgrove – Shamokin Dam	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Seward	Johnstown, New Florence
Shellsville	Jonestown, Harrisburg Zone 1, Hummelstown, Hershey
Shohola	Barryville, NY (Verizon – NY), Milford/Log Tavern
Somerset	Berlin, Boswell, Rockwood, Stoystown
South Fork	Beaverdale, Johnstown

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Originating Exchange	Local Calling Area
Spartansburg	Corry, Lincolnville, Titusville, Townville (Windstream)
Spring Grove	Hanover (CenturyLink), Jefferson, York
Stewartstown	Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only)
Stoystown	Berlin, Boswell, Hooversville, Somerset
Taylorstown	Buffalo, Claysville, Washington
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg
Trout Run	Brookside, Loyalsock, Williamsport
Union City	Corry, Erie, Lincolnville, Waterford, Wattsburg
Vandergrift	Apollo (Windstream), Avonmore, Leechburg (Windstream)
Waterford	Erie, Union City, Wattsburg
Wattsburg	Corry, Erie, North East, Union City, Waterford
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (CenturyLink)
Wesley	Clintonville, Harrisville (CenturyLink), Grove City, Mercer
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)**

## 3.2.6 Verizon North LLC – Exchange Areas (Cont'd)

Originating Exchange	Local Calling Area
Windber	Central City, Johnstown
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading
Wrightsville	Red Lion, York, Columbia (CenturyLink)
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

## 3.2.7 Frontier Communications – Commonwealth Telephone Company LLC

Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Atglen	Atglen, Gap, Parkesburg (Verizon PA)
Bangor	Bangor, Belvidere, Easton* (Verizon PA), Pen Argyl, Portland, Saylorsburg
Belvidere	Bangor, Belvidere, Belvidere, NJ (CenturyLink), Easton* (Verizon PA), Hope, NJ (CenturyLink), Oxford, NJ (CenturyLink), Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Brooklyn	Brooklyn, Montrose, Nicholson, Springville

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Lake Winola, Noxen, Pittston* (Verizon PA), Trucksville, Tunkhannock, Wilkes-Barre (Verizon PA), Wyoming* (Verizon PA)
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon PA)
Conyngam-Drums	Conyngam, Hazleton (Verizon PA), Nuremberg, Wapwallopen
Coopersburg	Allentown (Verizon PA), Bethlehem (Verizon PA), Coopersburg, Emmaus* (Verizon North), Quakertown* (Verizon PA)
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Dallas	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Dalton	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA)
Dushore	Dushore, Estella, Laporte, New Albany

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Eagles Mere	Eagles Mere, Estella, Laporte, Muncy Valley
Estella	Dushore, Eagles Mere, Estella, Laporte
Elizabethville	Elizabethville, Gratz, Halifax (Verizon PA), Lykens, Millersburg
Factoryville	Clarks Summit, Clifford (North Eastern), Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
Ferndale	Bedminster (Verizon PA), Doylestown* (Verizon PA), Ferndale, Milford, NJ (Verizon NJ), Plumsteadville (Verizon PA), Quakertown (Verizon PA), Reigelsville (Verizon PA), Springtown (Verizon PA), Uhlerstown, Upper Black Eddy (Verizon PA)
Gap	Atglen, Gap, Intercourse (Frontier PA), Kirkwood, Parkesburg (Verizon PA), Quarryville, Strasburg (Verizon PA), Lancaster* (Verizon PA)
Gratz	Elizabethville, Gratz, Lykens, Tower City, Valley View
Hallstead	Hallstead, Lawsville, New Milford (North Eastern), Susquehanna
Harding	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston (Verizon PA), Scranton* (Verizon PA), Trucksville, Tunkhannock*, Wilkes-Barre* (Verizon PA)
Harveys Lake	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon PA) Noxen, Sweet Valley, Trucksville, Wilkes-Barre* (Verizon PA)
Hensel	Hensel, Kirkwood, Lancaster* (Verizon PA), Quarryville, Rawlinsville

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Huntington Mills	Benton, Huntington Mills, Muhlenburg, Shickshinny
Kirkwood	Gap, Hensel, Kirkwood, Lancaster* (Verizon PA), Oxford (Verizon PA), Quarryville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lake Winola	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
Laporte	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
Lawrenceville	Elkland (Verizon North), Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg (Zone1) (Verizon PA), Lewisberry, Mechanicsburg (Verizon PA)
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Millersburg	Elizabethville, Halifax (Verizon PA), Millersburg
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
Morris	Liberty, Morris, Wellsboro
Muhlenburg	Huntingdon Mills, Muhlenburg, Nanticoke* (Verizon PA), Shickshinny, Sweet Valley, Wilkes-Barre* (Verizon PA)
Muncy Valley	Eagles Mere, Hughesville* (Windstream), Laporte, Muncy Valley
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
Nuangola	Mountaintop (Verizon PA), Nanticoke (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon PA)
Nuremberg	Conyngham, Hazleton (Verizon PA), Nuremberg, Ringtown
Orangeville	Benton, Berwick* (Verizon PA), Bloomsburg (Verizon PA), Orangeville
Pen Argyl	Bangor, Belvidere, Easton* (Verizon PA), Nazareth* (Verizon PA), Pen Argyl, Saylorsburg

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Pocono Lake	Mount Pocono* (Verizon PA), Pocono Lake, Stroudsburg* (Verizon PA), White Haven* (Verizon PA)
Portland	Bangor, Columbia, NJ (West Jersey), Portland, Stroudsburg* (Verizon PA)
Quarryville	Gap, Hensel, Kirkwood, Lancaster (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Rawlinsville	Hensel, Lancaster (Verizon PA), Millersville* (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Ringtown	Nuremberg, Ringtown, Shenandoah (Verizon PA)
Rome	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Saylorsburg	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon PA)
Shickshinny	Berwick (Verizon PA), Huntington Mills, Muhlenburg, Nanticoke* (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre* (Verizon PA)
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*

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Originating Exchange	Local Calling Areas
LOCAL SERVICE AREAS: An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Susquehanna	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)
Sweet Valley	Dallas, Harveys Lake, Kingston* (Verizon PA), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Towanda	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Tower City	Gratz, Lykens, Tower City, Tremont, Valley View
Tremont	Minersville (Verizon PA), Pine Grove (Verizon North), Pottsville* (Verizon PA), Tower City, Tremont, Valley View
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Trucksville	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Tunkhannock	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
Uhlerstown	Doylestown* (Verizon), Ferndale, Frenchtown, NJ (CenturyLink), Plumsteadville* (Verizon), Uhlerstown, Upper Black Eddy (Verizon PA)
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster

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Originating Exchange	Local Calling Areas
Valley View	Gratz, Lykens, Tower City, Tremont, Valley View
Wapwallopen	Berwick (Verizon PA), Conyngham, Nuangola, Shickshinny, Wapwallopen
Warren Center	LeRaysville, Nichols, NY (NY Tel), Rome, St. Joseph, Warren Center
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro
Wyalusing	Laceyville, New Albany, Towanda, Wyalusing

**3.2.8 Frontier Communications of Pennsylvania, LLC Exchange Areas**

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)****3.2.9 Hancock Telephone Company Exchange and Local Calling Areas**

Originating Exchange	Local Calling Area
Winterdale	Winterdale, Hancock (New York)

**3.2.10 Ironton Telephone Company Exchange and Local Calling Areas**

Originating Exchange	Local Calling Area
Ironton	Allentown (Verizon PA), Bath (Verizon PA), Bethlehem (Verizon PA), Catasauqua (Verizon PA), Coopersburg (Commonwealth), Easton (Verizon PA), Emmaus (Verizon North), Hellertown (Verizon PA), Kempton (Verizon North), Kutztown (Verizon PA), Nazareth (Verizon PA), New Smithville (Verizon North), New Tripoli (Verizon North), Northampton (Verizon PA), Slatington (Verizon PA), Springtown (Verizon PA), Tipton (Conestoga), Upper Black Eddy (Verizon PA)

**3.2.11 Lackawaxen Telephone Company Exchange and Local Calling Areas**

Originating Exchange	Local Calling Area
Rowland	Rowland

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and Local Calling Areas**

Originating Exchange	Local Calling Area
Thompson	Jackson, Susquehanna (Commonwealth), Thompson
Union Dale	Forest City, Pleasant Mount, Union Dale
Harford	Clifford, Harford, New Milford
Jackson	Jackson, New Milford, Susquehanna (Commonwealth), Thompson
New Milford	Hallstead (Commonwealth), Harford, New Milford
Clifford	Carbondale (Verizon PA), Clifford, Factoryville (Commonwealth)
Forest City	Carbondale (Verizon PA), Forest City, Pleasant Mount, Union Dale
Pleasant Mount	Forest City, Honesdale (Verizon PA), Pleasant Mount, Union Dale

**3.2.13 Palmerton Telephone Company Exchange and Local Calling Areas**

Originating Exchange	Local Calling Area
Bowmanstown	Bowmanstown, Kresgeville, Kunkletown, Lehighon (Verizon PA), Palmerton, Slatington (Verizon PA)
Kresgeville	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (Commonwealth), Stroudsburg (Verizon PA)
Kunkletown	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (Commonwealth), Stroudsburg (Verizon PA)
Palmerton	Allentown (Verizon PA), Bowmanstown, Kresgeville, Kunkletown, Lehighon (Verizon PA), Palmerton, Slatington (Verizon PA)

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Originating Exchange	Local Calling Area
South Canaan	Carbondale (Verizon PA), Hamlin (Verizon PA), Honesdale (Verizon PA), Lake Ariel (Verizon PA), South Canaan, Waymart
Waymart	Carbondale (Verizon PA), Honesdale (Verizon PA), Lake Ariel (Verizon PA), South Canaan, Waymart

**3.2.15 TDS Telecom - Deposit Telephone Company Exchange and Local Calling Areas**

Originating Exchange	Local Calling Area
Sherman	Sherman, Deposit (New York)

**3.2.16 Windstream Conestoga, Inc. Local Exchange Service Areas**

Originating Exchange	Local Calling Area
Bally	Allentown (Verizon), Bally, Boyertown, Oley, Pennsburg (Verizon), Pottstown (Verizon), Sassamansville, Topton, Yellow House
Birdsboro	Birdsboro, Douglassville, Green Hills, Morgantown, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House
Boyertown	Boyertown, Bally, Douglassville, Oley, Pottstown (Verizon), Reading (Verizon), Sassamansville, Yellow House
Douglassville	Birdsboro, Boyertown, Douglassville, Green Hills, Morgantown, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House

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Originating Exchange	Local Calling Area
Green Hills	Birdsboro, Douglassville, Glenmoore (Verizon), Green Hills, Honeybrook (Verizon), Morgantown, Oley, Pughtown (Verizon), Reading (Verizon), Terre Hill (Frontier – PA), Yellow House
Morgantown	Birdsboro, Chester Springs (Verizon), Douglassville, Downingtown (Verizon), Eagle (Verizon), Exton (Verizon), Glanmoore (Verizon), Green Hills, Honeybrook (Verizon), Morgantown, Pughtown (Verizon), Reading (Verizon), Yellow House
Oley	Bally, Birdsboro, Boyertown, Douglassville, Fleetwood (Verizon), Green Hills, Reading (Verizon), Schwenksville (Verizon)
Sassamansville	Bally, Boyertown, Green Lane, Pennsburg (Verizon), Pottstown (Verizon), Sassamansville, Schwenksville (Verizon)
Topton	Allentown (Verizon), Bally, Fleetwood (Verizon), Kutztown (Verizon), Oley, Reading (Verizon), Topton
Yellow House	Bally, Birdsboro, Boyertown, Douglassville, Green Hills, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 3 — SERVICE AREAS (CONT'D)****3.2 Exchange Service Areas — Extended Service Areas (Cont'd)**

## 3.2.17 Windstream D&amp;E, Inc. Local Exchange Service Areas

Originating Exchange	Local Calling Area
Adamstown	Adamstown, Denver, Ephrata, Lititz, Manheim, Reading (Verizon), Terre Hill (Frontier – PA)
Akron	Adamstown, Akron, Denver, Ephrata, Lititz, Manheim, Leola (Frontier – PA), New Holland (Frontier – PA), Terre Hill (Frontier – PA), Lancaster (Verizon)
Denver	Akron, Adamstown, Denver, Ephrata, Lititz, Manheim, Terre Hill (Frontier – PA)
Ephrata	Akron, Adamstown, Denver, Ephrata, Lititz, Manheim, Leola (Frontier – PA), New Holland (Frontier – PA), Terre Hill (Frontier – PA), Lancaster (Verizon)
Lititz	Adamstown, Akron, Denver, Ephrata, Lititz, Leola (Frontier – PA), Lancaster (Verizon), Landisville (Verizon), Manheim
Manheim	Adamstown, Akron, Denver, Ephrata, Lititz, Manheim, Mt. Joy (CenturyLink), Lancaster (Verizon), Landisville (Verizon)

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 4 — BASIC SERVICES AND RATES

#### 4.1 Distance Calculations

The Company does not offer distance sensitive services.

#### 4.2 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

#### 4.3 Local Exchange Service

##### 4.3.1 General

The Company offers Local Service to business and residential customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

The Company provides Customers with the option of obtaining a Primary Line and Additional Line(s) per account:

##### A. Primary Line

The initial local exchange access line per account.

##### B. Additional Line(s)

The additional local exchange access line(s), billed to the same address as the Primary Line, the Additional Line(s) will share the monthly call allowance with the Primary Line. The Additional Line(s) do not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 4 — BASIC SERVICES AND RATES (CONT'D)

#### 4.4 Local Services Bundles

The Company provides Basic Local Services as part of a bundled package with Basic Long Distance Exchange Services (which are described in more detail in the Company's Tariff Telephone – Pa. P.U.C. No. 2 and No. 3).

#### 4.5 Local Service Packages

##### 4.5.1 General

The Company offers the following Local Service Packages to business and residential customers, which provides customers with local dialtone service:

**Unlimited Calling Plan** – Includes unlimited local, regional, and long distance calling.

**Local and Regional Plan** – Includes unlimited local and regional calling.

These plans include the following Customer Calling features:

**Basic Voicemail** – Service records a caller's message when you can't answer the phone. A message waiting indicator lets you know a message has been left for you. Basic voicemail includes: Up to 20 stored messages. Up to a 3-minute recording per message.

**Caller ID Deluxe** – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

**Call Waiting Deluxe** – Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 4 — BASIC SERVICES AND RATES (CONT'D)****4.5 Local Service Package (Cont'd)****4.5.1 General (Cont'd)**

Call Waiting ID Deluxe – Gives you the following options for handling incoming calls: Connect the incoming caller to the call in progress, Put the current caller on hold and answer the incoming call, Connect the incoming caller to a “busy” announcement.

Three Way Calling Deluxe – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

**4.5.2 Rates – Business and Residential Customers**

Unlimited Calling Plan Monthly Rate	
Primary Line	\$71.00
Additional Line(s)	\$59.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Additional Line(s)	\$14.99
Local and Regional Plan Monthly Rate	
Primary Line	\$69.00
Secondary Line	\$57.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Secondary Line	\$14.99

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES****5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Transfer of Service Charge, Primary Line — applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Additional Line(s) — applies to the second, or third, etc., line of a TOS Order, when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge — A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.1 Service Change Charges (Cont'd)****5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order — applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order — applies to each telephone number change request/order.

Listing Change Charge — applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**5.1.3 Rates**Service Order Charges

Primary Service Connection Charge	*
Additional Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$30.00
Transfer of Service Charge, Secondary Line	\$25.00
Technician Dispatch Charge	\$79.95

Change Order Service Charges

Custom Calling Feature Change Order	\$20.00
Telephone Number Change Order	\$20.00
Listing Change Charge	\$5.00

\*Service Connection charges are listed with the rates for each specific service Tariffed.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.2 Restoration of Service**

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

	<u>Rate</u>
Per occasion	\$40.00

**5.3 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed for these Custom Calling Features as described below. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**5.3.1 Feature Descriptions and Rates**

Anonymous Call Rejection – Allows Customer to program phone to reject “Private”, “Blocked” or “Anonymous” callers and/or callers who use Caller ID Blocking.

	<u>Rate</u>
Per Month	\$3.50

Call Block – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer’s phone will not ring.

	<u>Rate</u>
Per Month	\$5.60
Per Use	\$1.00

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.3 Custom Calling Features (Cont'd)****5.3.1 Feature Descriptions and Rates (Cont'd)**

Call Forward – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

	<u>Rate</u>
Per Month (Variable)	\$3.60
Per Month (Select)	\$3.80
Per Month (Ultra)	\$7.00

Call Return (\*69) – Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

	<u>Rate</u>
Per Month	\$5.40
Per Use	\$1.00

Call Waiting – Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

	<u>Rate</u>
Per Month	\$0.00

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.3 Custom Calling Features (Cont'd)****5.3.1 Feature Descriptions and Rates (Cont'd)**

Call Waiting ID Deluxe (with Call Waiting and Caller ID) – Provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

	<u>Rate</u>
Per Month	\$0.00

Caller ID Blocking – Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls, either on a per call or a per line basis.

	<u>Rate</u>
Per Month	\$0.00

Caller ID Deluxe – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID Deluxe requires the use of specialized CPE not provided by the Company.

	<u>Rate</u>
Per Month	\$0.00

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.3 Custom Calling Features (Cont'd)****5.3.1 Feature Descriptions and Rates (Cont'd)**

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

	<u>Rate</u>
Per Use	\$3.50

Distinctive Ring – Allows a Customer to have up to 2 additional phone numbers (while having only one physical line). Each number has a special ring cadence to distinguish which number is being called. The Customer may have one free directory listing for each distinctive ring number.

	<u>Rate</u>
Distinctive Ring 1 (Per Month)	\$4.90
Distinctive Ring 2 (Per Month)	\$7.00

Priority Call – An arrangement which provides for a distinctive audible signal to the customer when a call is received from one of up to ten pre-specified telephone numbers. If the Customer also subscribes to Call Waiting, the Call Waiting tone is altered with a distinctive pattern.

	<u>Rate</u>
Per Month	\$4.30

Repeat Call – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

	<u>Rate</u>
Per Month	\$4.30
Per Use	\$1.00

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.3 Custom Calling Features (Cont'd)****5.3.1 Feature Descriptions and Rates (Cont'd)**

Selective Call Acceptance – Allows Customer to refuse calls from selected list of numbers.

	<u>Rate</u>
Per Month	\$3.50

Speed Dial – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

	<u>Rate</u>
Per Month (Speed Dial 8)	\$3.50
Per Month (Speed Dial 30)	\$3.55

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

	<u>Rate</u>
Per Month	\$4.90
Per Use	\$1.00

Voice Mail –

	<u>Rate</u>
Per Month (Basic)	\$7.00
Per Month (Family)	\$10.00
Per Month (Value)	\$7.00
Per Month (Greeting Only)	\$5.00

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)

#### 5.4 Directory Assistance and Operator Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

##### 5.4.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers.

A maximum of two (2) requested telephone numbers are allowed per call.

##### A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

##### B. Allowances

There are no call allowances for Directory Assistance Service.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.4 Directory Assistance and Operator Services (Cont'd)****5.4.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Local/Intralata Directory Assistance	\$1.25
National Directory Assistance	\$1.25
Reverse Directory Assistance	\$1.25
Directory Assistance Call Completion	\$0.30
Directory Assistance Surcharge	\$1.75
International Calling	Varies

**5.5 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.50
Emergency Interruption	\$5.00

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

### SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)

#### 5.6 Directory Listing Service

##### 5.6.1 General

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

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service. Listing services are available with all classes of main telephone exchange service.

##### 5.6.2 Listings

###### A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

**SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)**

**5.6 Directory Listing Service (Cont'd)**

**5.6.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF****SECTION 5 — MISCELLANEOUS SERVICES AND RATES (CONT'D)****5.6 Directory Listing Service (Cont'd)****5.6.2 Listings (Cont'd)****C. Nonpublished Service (Cont'd)**

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

**D. Nonlisted Service**

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

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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

**5.6.3 Rates and Charges**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$2.50
Nonpublished Service	\$2.75
Nonlisted Service	\$2.25

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**Astound Networks Pennsylvania, LLC**

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO TELECOMMUNICATIONS SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold interexchange services offered by Astound Networks Pennsylvania, LLC (the “Company”) within and throughout the Commonwealth of Pennsylvania. The Company’s principal office is located at the following: 650 College Rd. East, Ste. 3100, Princeton, NJ 08540. This Tariff has been filed with the Pennsylvania Public Utility Commission and is available on the website [www.astound.com](http://www.astound.com).

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 Communications Act of 1934, as amended by the Telecommunications Act of 1996, and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission.

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**RESOLD INTEREXCHANGE CARRIER TARIFF****CHECK SHEET**

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

<b>Page No.</b>	<b>Revision Level</b>			<b>Page No.</b>	<b>Revision Level</b>	
Title	Original	*		21	Original	*
1	Original	*		22	Original	*
2	Original	*		23	Original	*
3	Original	*		24	Original	*
4	Original	*		25	Original	*
5	Original	*		26	Original	*
6	Original	*		27	Original	*
7	Original	*		28	Original	*
8	Original	*		29	Original	*
9	Original	*		30	Original	*
10	Original	*				
11	Original	*				
12	Original	*				
13	Original	*				
14	Original	*				
15	Original	*				
16	Original	*				
17	Original	*				
18	Original	*				
19	Original	*				
20	Original	*				

\* Denotes new or revised tariff page included in this filing.

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**LIST OF MODIFICATIONS**

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS**

**CHECK SHEET**.....1

**LIST OF MODIFICATIONS** .....2

**TABLE OF CONTENTS** .....3

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF** .....5

**TARIFF FORMAT** .....6

**SECTION 1 – DEFINITIONS**.....7

**SECTION 2 - RULES AND REGULATIONS**.....9

    2.1 Undertaking of the Company.....9

    2.2 Application and Use of Tariff.....9

    2.3 Responsibilities of the Customer .....11

    2.4 Customer Equipment .....11

    2.5 Use of Company’s Network and Facilities .....12

    2.6 Payment for Service.....13

    2.7 Late Fees and Default .....14

    2.8 Advance Payments.....15

    2.9 Deposits .....15

    2.10 Cancellation of Service.....16

    2.11 Company Termination of Service.....16

    2.12 Interruption of Service.....18

    2.13 Claims and Disputes .....20

    2.14 Liability of the Customer.....21

    2.15 Liability of the Company.....21

    2.16 Limited Warranty.....24

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Princeton, NJ 08540

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS (CONT'D)**

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

2.17 Force Majeure .....24

2.18 Ownership of Facilities.....25

2.19 Transfer and Assignments .....25

2.20 Notices and Communications .....25

2.21 Regulatory Changes.....26

**SECTION 3 - DESCRIPTION OF SERVICES.....27**

3.1 Usage Based Services/Timing of Calls.....27

3.2 Distance Sensitivity / Calculation of Mileage .....27

3.3 Basic Long Distance Services .....27

3.4 Operator Service .....27

3.5 Location of Service.....28

3.6 Directory Assistance.....28

**SECTION 4 - RATES AND PROMOTIONS .....29**

4.1 Basic Long Distance Service Package.....29

4.2 Promotions – General .....29

4.3 Demonstration of Calls .....29

**SECTION 5 -CONTRACT SERVICES .....30**

5.1 General .....30

Issued: August 20, 2024  
Issued by:

Joseph Kahl  
VP, Corporate Regulatory & Government Affairs  
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Princeton, NJ 08540

Effective: August \_\_, 2024

**RESOLD INTEREXCHANGE CARRIER TARIFF**

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

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

- I** — To signify increased rate
- D** — To signify decreased rate
- C** — To signify all other changes

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**RESOLD INTEREXCHANGE CARRIER TARIFF****TARIFF FORMAT**

- A. Page Numbering** — Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** — Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** — There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** — When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page 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 page is the most current on file with the Commission.

## RESOLD INTEREXCHANGE CARRIER TARIFF

### SECTION 1 - DEFINITIONS

**Advance Payment** - Part or all of a payment required before the start of Service.

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

**Company** - Astound Networks Pennsylvania, LLC, unless otherwise indicated by the context.

**Commission or PUC** – the Pennsylvania Public Utility Commission unless otherwise specified.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses Service and is responsible for the payment of charges and compliance with this Tariff.

**Customer Equipment** — Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

**Dedicated Access** - See Special Access Origination/Termination.

**Deposit** — Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**Fiber Optic Cable** — A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**IXC or Interexchange Carrier** — A long distance telecommunications service provider.

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

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

**Network** — The Company’s digital fiber optics-based network, inclusive equipment on used as part of the network.

**Non-Recurring Charge (“NRC”)** — The initial charge, usually assessed on a one-time basis, to initiate and establish service..

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## RESOLD INTEREXCHANGE CARRIER TARIFF

### SECTION 1 — DEFINITIONS (CONT'D)

**Numbering Plan Area (“NPA”)** — An NPA is referred to as an area code. There are two general categories of NPAs: (1) Geographic NPA — associated with a defined geographic area; all telephone numbers bearing such an NPA are associated with services provided within that geographic area; and (2) Non-Geographic NPA — associated with a specialized telecommunications services, which may be provided across multiple geographic NPA areas; for example 800, 900, 700, 500 and 888 — also known as a Service Access Code or SAC.

**Premises** — The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Recurring Charges** — Monthly charges to the Customer for services and equipment, which continues for the agreed-upon duration of the service.

**Service** — Any means of service offered herein or any combination thereof.

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

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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## **RESOLD INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 -RULES AND REGULATIONS**

#### **2.1 Undertaking of the Company**

- 2.1.1** The Company's Services offered pursuant to this Tariff are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities. To provide Services, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

#### **2.2 Application and Use of Tariff**

- 2.2.1** This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the Company's furnishing of resold intrastate interexchange telecommunications to Customers within the Commonwealth of Pennsylvania.
- 2.2.2** The rates and regulations contained in this Tariff apply only to the Services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing, or in connection with, the Service that are not provided by Company.
- 2.2.3** The Services are subject to the availability of electrical power and functioning premises equipment, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, for which the Customer will be provided advance notice, and subject to the provisions of this Tariff.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.2 Application and Use of Tariff (Cont'd)**

- 2.2.4** Service is provided on the basis of a minimum period of at least 1 month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.5** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.6** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.7** The use of Service without payment therefor or attempting to avoid payment for Service by fraudulent means is prohibited. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using Service in violation of provisions of this Tariff, or in violation of the law. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.8** Service is furnished to the Customer for any lawful purpose consistent with the transmission parameters of the telecommunications facilities used in the provision of Services. Service shall not be used for any unlawful or fraudulent purpose, nor used in such a manner as to interfere unreasonably with the use of any service provided pursuant to this Tariff or otherwise by any other customer. Service may be terminated upon written notice to the Customer if:
- (A) the Customer is using the service in violation of this tariff; or
  - (B) the Customer is using the service in violation of the law.

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.3 Responsibilities of the Customer**

- 2.3.1** The Customer is responsible for the payment of applicable charges specified in the Service Order executed by the Customer and for charges pursuant to the Tariff.
- 2.3.2** The Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.3.3** The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- 2.3.4** The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.
- 2.3.5** Customer must comply with Tariff regulations, Company's Acceptable Use Policy as posted on its website, and any applicable, laws, regulations, orders or other requirements of any governmental entity relating to the Service and for ensuring that its Subscribers comply the foregoing requirements.

**2.4 Customer Equipment**

- 2.4.1** The Customer is responsible for any Customer-owned equipment or provided software, hardware, or services that Customer elects to use in connection with the Service. Customer shall be responsible for the maintenance or repair of any Customer equipment, and Company will not be responsible for any such maintenance or repair.
- 2.4.2** Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities and Services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting risk of imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense and/or terminate the Customer's Service.

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## **RESOLD INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 — RULES AND REGULATIONS (CONT'D)**

#### **2.4 Customer Equipment (Cont'd)**

- 2.4.3** The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.4.4** The Customer is responsible for implementing reasonable security measures and procedures with respect to Customer equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on Customer devices, in addition to any transmissions to or from Customer or its authorized users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer equipment including the value of any services obtained in violation of the Tariff or Service Order.
- 2.4.5** Company does not warrant that Customer equipment will enable Customer to successfully install, access, operate, or use the Services. Customer acknowledges that any such installation, access, operation, or use could cause damage to Customer equipment. Company shall not have any liability whatsoever for any such failure or damage, including lack of 911/e911 or dialing associated with a security system. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability applicable to the Service.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Use of Company's Network and Facilities**

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

**2.5.2** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with and that the Customer is complying with the requirements set forth in this Tariff for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided channels, facilities and equipment to Company-owned facilities and equipment.

**2.5.3** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing, by registered mail, of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request 24 hours in advance, provide Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.6 Payment for Service**

**2.6.1** Customers will be billed directly by Company. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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## **RESOLD INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 — RULES AND REGULATIONS (CONT'D)**

#### **2.6 Payment for Service (Cont'd)**

- 2.6.2** The Company will bill Customer monthly based on the type and amount of Service requested, the price of which may vary depending on the timeframe of the offer or Service plan purchased.
- 2.6.3** All billing amounts are due to Company in advance of receiving Service, on or before the day indicated on the bill as the due date, which is thirty (30) days after the billing date. Recurring monthly charges are nonrefundable should the Customer request a suspension or reduction of Services.
- 2.6.4** Customer will be responsible for any charges incurred from third-party service providers, and these charges will be separate and apart from any amounts charged by Company.

#### **2.7 Late Fees and Default**

- 2.7.1** If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty may be due to the Company. A 1.25% late payment charge applies to any unpaid balance carried forward from a monthly bill to the next monthly billing period's bill.
- 2.7.2** A Customer is in default if they fail to cure any non-compliance with the Tariff or Service Order, other than payment obligations, or any violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's Services, within five days of receipt of notice from Company.

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.8 Advance Payments**

**2.8.1** The Company requires Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one monthly billing period's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use (including seasonal service).

**2.9 Deposits**

**2.9.1** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed the Customer's average two (2) month's charges, including toll and interexchange service charges, during the preceding twelve (12) month period for a service or facility which has a minimum payment period of one month.

**2.9.2** When a deposit is assessed against an applicant, the Company shall require payment of only one-half (1/2) of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due thirty (30) days from the date of the initial deposit payment.

**2.9.3** A deposit may be required in addition to an advance payment.

**2.9.4** Deposits shall accrue interest in accordance with Commission and state law requirements.

**2.9.5** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.9 Deposits (Cont'd)**

**2.9.6** After the Customer has paid invoices for service for twelve (12) consecutive monthly billing periods without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two (2) occasions, the Company will promptly return a deposit, provided the Customer is not currently delinquent, or the Company will credit the deposit to the Customer's account if requested by Customer.

**2.10 Cancellation of Service**

**2.10.1** Unless otherwise specified by contractual commitment, any Customer may terminate service with the Company upon thirty days written notice. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date for the billing period in which the cancellation occurs.

**2.10.2** Company may refuse to provide new or continued Service to a Customer with any outstanding debts owed to Company. Should the outstanding debt remain outstanding, it will continue to accrue administrative and late fees. Company may inform credit reporting agencies of the late payment and the amounts owed as of that date. Company may use any deposit made by Customer to satisfy any outstanding amounts owed.

**2.11 Company Termination of Service**

**2.11.1** Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or Subscriber's use of the Service in a manner which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such termination is reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or

**RESOLD INTEREXCHANGE CARRIER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.11 Company Termination of Service (Cont'd)**

**2.11.1 (Cont'd)**

- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services or facilities, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or Subscriber's misuse of the Company's Network; or
- (E) Customer's or Subscriber's use of the Company's Network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection;
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- (L) If Company is reasonably unable to furnish all of the Service requested by Customer for any cause other than Company's negligence or willful misconduct;

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Company Termination of Service (Cont'd)****2.11.1 (Cont'd)**

- (M) If Customer liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating; or
- (N) If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the PUC and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

**2.11.2** In all other circumstances, Company may discontinue or terminate Services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

**2.12 Interruption of Service**

**2.12.1** Without incurring liability, Company may interrupt the provision of Service at any time in order to perform tests, maintenance, and inspections, including to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.12 Interruption of Service (Cont'd)**

**2.12.3** Company will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond Company control, including weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or beyond the scope of Company control.

**2.12.4** A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allows shall be as follows: for a Service Interruption Length lasting four (4) or more continuous hours, a credit will be issued for 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.

“Service Interruption” means a total loss of Service provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company and ends when Company restores Service to Customer. “Trouble Report” means any report made by Customer related to the services that describes the time, location, and nature of the outage. Company shall maintain a point of contact for Customer to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use commercially reasonable efforts to respond within four (4) business hours.

**2.12.5** Credit allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company's Acceptable Use Policy as posted on its website; (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Company; (vii) caused by a failure of the Customer's equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruption.

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.13 Claims and Disputes**

**2.13.1** All invoices are presumed accurate and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

**2.13.2** In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

**2.13.3** Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120  
(717) 783-1740  
(800) 692-7380.

PO Box 3265  
Harrisburg, PA 17105-3265

The Company complies with the requirements of 52 Pa Code Chapter 64 regarding billing standards and practices for residential customers. In instances where sections of this Tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.14 Liability of the Customer**

- 2.14.1** The Customer will be liable for damages to Company's facilities and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.14.2** The Customer has the sole responsibility and liability for obtaining at its expense any and all third-party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.
- 2.14.3** To the extent caused by any negligent or intentional act of the Customer as described in Section 2.14.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in, any service provided by the Company to such third party.

**2.15 Liability of the Company**

- 2.15.1** Except for claims of personal injury, and except for claims arising from Company's gross reckless or willful misconduct, the liability of the Company for any loss or damages arising out of mistakes, omissions, delays, errors, defects, or failures in a Service, or in any equipment or facilities, shall not exceed a refund of the amount equivalent to the proportionate charge that Customer paid for the period during which the mistake, omission, delay, defect, or failure existed. Notwithstanding the foregoing, but subject to the limitations of Sections 2.15.2 and 2.15.3 below, Company may be liable to Customer for damages up to \$500 for claims arising from Company's tortious negligence.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.15 Liability of the Company (Cont'd)**

- 2.15.2** Notwithstanding Section 2.15.1, the Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.15.3** Notwithstanding Section 2.15.1, the Company shall not be liable for any claims for loss or damages involving: (1) Breach in the privacy or security of communications transmitted over the Company's facilities; (2) injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities unless such injury to property or injury or death to persons is caused by gross negligence or willful misconduct of the Company's agents or employees; (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (4) Any noncompletion of calls due to network busy conditions; (5) Any claims caused by other parties or not the fault of Company, including but not limited to a claim or loss, expense or damage (including indirect, special or consequential damage) caused by any person or entity other than the Company; (6) Any malfunction of any service or facility provided by any other party; (7) Any of Customer's attempts to install, maintain, repair or move the Services or Company's or Customer's equipment; or (8) Any *force majeure* event as defined by Section 2.17.
- 2.15.4** Customer indemnifies Company, its affiliates, employees and subcontractors from any third party claims arising from the use or attempted use of Service provided to Customer.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.15 Liability of the Company (Cont'd)**

- 2.15.5** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff or by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services; including a breach in the privacy or security of communications transmitted over the Company's facilities; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.15.6** NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER.
- 2.15.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.16 Limited Warranty**

**2.16.1** EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE CUSTOMER PURCHASES FROM COMPANY, AND TO THE EXTENT PERMITTED BY LAW, COMPANY PROVIDES ALL SERVICE(S) AND EQUIPMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT COMPANY EQUIPMENT OR SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED OR ERROR-FREE COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

**2.17 Force Majeure**

**2.17.1** Notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, pandemics, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff be deemed, or postponed by, a force majeure event.

**2.17.2** Customer may terminate an affected Service if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the Service.

**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.18 Ownership of Facilities**

**2.18.1** Title to all facilities and equipment provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.19 Transfers and Assignments**

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

**2.20 Notices and Communications**

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

**2.20.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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

**2.20.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.21 Regulatory Changes**

- 2.21.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania PUC and the Federal Communications Commission.

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 3 — DESCRIPTION OF SERVICES****3.1 Usage Based Services/Timing of Calls**

The Company's charges are based on the usage of Company's services, plus any special features and/or service options, if any. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible.). The determination of when a called party picks up is made when the hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.1 Minimum Call Completion Rate**

A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD services.

**3.2 Distance Sensitivity / Calculation of Mileage**

The Company's current services are not distance sensitive.

**3.3 Basic Long Distance Services**

The Company's Basic Long Distance Services are switched equal access inbound and outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Pennsylvania, the rates of which are flat rates and switched equal access outbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX). Rates and charges for Company's Basic Long Distance Services are set forth in Section 4.

The Unlimited Calling Plan includes intraLATA and interLATA long distance intrastate calling. The Local and Regional Plan includes intraLATA intrastate long distance calling and a Customer that wishes to place interLATA intrastate calls must identify the carrier it will use for interLATA long distance calling.

**3.4 Operator Service**

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

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**RESOLD INTEREXCHANGE CARRIER TARIFF**

**SECTION 3 — DESCRIPTION OF SERVICES (CONT'D)**

**3.5 Location of Service**

The Company's service is available statewide and is not intended to be limited geographically.

**3.6 Directory Assistance**

The Company offers standard directory assistance.

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**RESOLD INTEREXCHANGE CARRIER TARIFF****SECTION 4 — RATES AND PROMOTIONS****4.1 Basic Long Distance Service Package**

The Company provides Basic Long Distance Services as part of a bundled package with Basic Local Exchange Services (which are described in more detail in the Company's Tariff Telephone – Pa. P.U.C. No. 1).

**Rates**

Unlimited Calling Plan Monthly Rate	
Primary Line	\$71.00
Additional Line(s)	\$59.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Additional Line(s)	\$14.99
Local and Regional Plan Monthly Rate	
Primary Line	\$69.00
Secondary Line	\$57.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Secondary Line	\$14.99

**4.2 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**4.3 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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## **RESOLD INTEREXCHANGE CARRIER TARIFF**

### **SECTION 5 -CONTRACT SERVICES**

#### **5.1 General**

At the option of the Company, Service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of terms, or recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Commission.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**Astound Networks Pennsylvania, LLC**

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO TELECOMMUNICATIONS SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of facilities-based interexchange services offered by Astound Networks Pennsylvania, LLC (the “Company”) within and throughout the Commonwealth of Pennsylvania. The Company’s principal office is located at the following: 650 College Rd. East, Ste. 3100, Princeton, NJ 08540. This Tariff has been filed with the Pennsylvania Public Utility Commission and is available on the website [www.astound.com](http://www.astound.com).

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 Communications Act of 1934, as amended by the Telecommunications Act of 1996, and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****CHECK SHEET**

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

<b>Page No.</b>	<b>Revision Level</b>			<b>Page No.</b>	<b>Revision Level</b>	
Title	Original	*		21	Original	*
1	Original	*		22	Original	*
2	Original	*		23	Original	*
3	Original	*		24	Original	*
4	Original	*		25	Original	*
5	Original	*		26	Original	*
6	Original	*		27	Original	*
7	Original	*		28	Original	*
8	Original	*		29	Original	*
9	Original	*		30	Original	*
10	Original	*				
11	Original	*				
12	Original	*				
13	Original	*				
14	Original	*				
15	Original	*				
16	Original	*				
17	Original	*				
18	Original	*				
19	Original	*				
20	Original	*				

\* Denotes new or revised Tariff page included in this filing.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**LIST OF MODIFICATIONS**

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS**

**CHECK SHEET**.....1

**LIST OF MODIFICATIONS** .....2

**TABLE OF CONTENTS** .....3

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF** .....5

**TARIFF FORMAT** .....6

**SECTION 1 – DEFINITIONS**.....7

**SECTION 2 - RULES AND REGULATIONS**.....9

    2.1 Undertaking of the Company.....9

    2.2 Application and Use of Tariff.....9

    2.3 Responsibilities of the Customer .....11

    2.4 Customer Equipment .....11

    2.5 Use of Company’s Network and Facilities .....13

    2.6 Payment for Service.....13

    2.7 Late Fees and Default .....14

    2.8 Advance Payments.....15

    2.9 Deposits .....15

    2.10 Cancellation of Service.....16

    2.11 Company Termination of Service.....16

    2.12 Interruption of Service.....18

    2.13 Claims and Disputes .....20

    2.14 Liability of the Customer.....21

    2.15 Liability of the Company.....21

    2.16 Limited Warranty.....24

Issued: August 20, 2024  
Issued by:

Joseph Kahl  
VP, Corporate Regulatory & Government Affairs  
650 College Rd. East, Ste. 3100  
Princeton, NJ 08540

Effective: August \_\_, 2024

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**TABLE OF CONTENTS (CONT'D)**

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

2.17 Force Majeure .....24

2.18 Ownership of Facilities.....25

2.19 Transfer and Assignments .....25

2.20 Notices and Communications .....25

2.21 Regulatory Changes.....26

**SECTION 3 - DESCRIPTION OF SERVICES.....27**

3.1 Usage Based Services/Timing of Calls.....27

3.2 Distance Sensitivity / Calculation of Mileage .....27

3.3 Basic Long Distance Services .....27

3.4 Operator Service .....27

3.5 Location of Service.....28

3.6 Directory Assistance.....28

**SECTION 4 - RATES AND PROMOTIONS .....29**

4.1 Basic Long Distance Service Package.....29

4.2 Promotions – General .....29

4.3 Demonstration of Calls .....29

**SECTION 5 -CONTRACT SERVICES .....30**

5.1 General .....30

Issued: August 20, 2024  
Issued by:

Joseph Kahl  
VP, Corporate Regulatory & Government Affairs  
650 College Rd. East, Ste. 3100  
Princeton, NJ 08540

Effective: August \_\_, 2024

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

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

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

- I** — To signify increased rate
- D** — To signify decreased rate
- C** — To signify all other changes

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Princeton, NJ 08540

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****TARIFF FORMAT**

- A. Page Numbering** — Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** — Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** — There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** — When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page 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 page is the most current on file with the Commission.

## FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF

### SECTION 1 - DEFINITIONS

**Advance Payment** - Part or all of a payment required before the start of Service.

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

**Company** - Astound Networks Pennsylvania, LLC, unless otherwise indicated by the context.

**Commission or PUC** – the Pennsylvania Public Utility Commission unless otherwise specified.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses Service and is responsible for the payment of charges and compliance with this Tariff.

**Customer Equipment** — Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

**Dedicated Access** - See Special Access Origination/Termination.

**Deposit** — Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**Fiber Optic Cable** - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**IXC or Interexchange Carrier** — A long distance telecommunications service provider.

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

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

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 1 — DEFINITIONS (Cont'd)**

**Network** — The Company's digital fiber optics-based network, inclusive equipment on used as part of the network.

**Non-Recurring Charge ("NRC")** — The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Numbering Plan Area ("NPA")** — An NPA is referred to as an area code. There are two general categories of NPAs: (1) Geographic NPA — associated with a defined geographic area; all telephone numbers bearing such an NPA are associated with services provided within that geographic area; and (2) Non-Geographic NPA — associated with a specialized telecommunications services, which may be provided across multiple geographic NPA areas; for example 800, 900, 700, 500 and 888 — also known as a Service Access Code or SAC.

**Premises** — The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Recurring Charges** — Monthly charges to the Customer for services and equipment, which continues for the agreed-upon duration of the service.

**Service** — Any means of service offered herein or any combination thereof.

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

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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## **FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 -RULES AND REGULATIONS**

#### **2.1 Undertaking of the Company**

**2.1.1** The Company's Services offered pursuant to this Tariff are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.

**2.1.2** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities. To provide Services, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

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

#### **2.2 Application and Use of Tariff**

**2.2.1** This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the Company's furnishing of facilities-based intrastate interexchange telecommunications to Customers within the Commonwealth of Pennsylvania.

**2.2.2** The rates and regulations contained in this Tariff apply only to the Services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing, or in connection with, the Service that are not provided by Company.

**2.2.3** The Services are subject to the availability of electrical power and functioning premises equipment, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, for which the Customer will be provided advance notice, and subject to the provisions of this Tariff.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.2 Application and Use of Tariff (Cont'd)**

- 2.2.4** Service is provided on the basis of a minimum period of at least 1 month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.5** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.6** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.7** The use of Service without payment therefor or attempting to avoid payment for Service by fraudulent means is prohibited. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using Service in violation of provisions of this Tariff, or in violation of the law. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.8** Service is furnished to the Customer for any lawful purpose consistent with the transmission parameters of the telecommunications facilities used in the provision of Services. Service shall not be used for any unlawful or fraudulent purpose, nor used in such a manner as to interfere unreasonably with the use of any service provided pursuant to this Tariff or otherwise by any other customer. Service may be terminated upon written notice to the Customer if:
- (A) the Customer is using the service in violation of this tariff; or
  - (B) the Customer is using the service in violation of the law.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.3 Responsibilities of the Customer**

- 2.3.1** The Customer is responsible for the payment of applicable charges specified in the Service Order executed by the Customer and for charges pursuant to the Tariff.
- 2.3.2** The Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.3.3** The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- 2.3.4** The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.
- 2.3.5** Customer must comply with Tariff regulations, Company's Acceptable Use Policy as posted on its website, and any applicable, laws, regulations, orders or other requirements of any governmental entity relating to the Service and for ensuring that its Subscribers comply the foregoing requirements.

**2.4 Customer Equipment**

- 2.4.1** The Customer is responsible for any Customer-owned equipment or provided software, hardware, or services that Customer elects to use in connection with the Service. Customer shall be responsible for the maintenance or repair of any Customer equipment, and Company will not be responsible for any such maintenance or repair.
- 2.4.2** Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities and Services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting risk of imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense and/or terminate the Customer's Service.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment (Cont'd)**

- 2.4.3** The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.4.4** The Customer is responsible for implementing reasonable security measures and procedures with respect to Customer equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on Customer devices, in addition to any transmissions to or from Customer or its authorized users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer equipment including the value of any services obtained in violation of the Tariff or Service Order.
- 2.4.5** Company does not warrant that Customer equipment will enable Customer to successfully install, access, operate, or use the Services. Customer acknowledges that any such installation, access, operation, or use could cause damage to Customer equipment. Company shall not have any liability whatsoever for any such failure or damage, including lack of 911/e911 or dialing associated with a security system. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability applicable to the Service.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Use of Company's Network and Facilities**

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

**2.5.2** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with and that the Customer is complying with the requirements set forth in this Tariff for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided channels, facilities and equipment to Company-owned facilities and equipment.

**2.5.3** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.6 Payment for Service**

**2.6.1** Customers will be billed directly by Company. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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## **FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 — RULES AND REGULATIONS (CONT'D)**

#### **2.6 Payment for Service (Cont'd)**

**2.6.2** The Company will bill Customer monthly based on the type and amount of Service requested, the price of which may vary depending on the timeframe of the offer or Service plan purchased.

**2.6.3** All billing amounts are due to Company in advance of receiving Service on or before the day indicated on the bill as the due date, which is thirty (30) days after the billing date. Recurring monthly charges are nonrefundable should the Customer request a suspension or reduction of Services.

**2.6.4** Customer will be responsible for any charges incurred from third-party service providers, and these charges will be separate and apart from any amounts charged by Company.

#### **2.7 Late Fees and Default**

**2.7.1** If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty may be due to the Company. A 1.25% late payment charge applies to any unpaid balance carried forward from a monthly bill to the next monthly billing period's bill.

**2.7.2** A Customer is in default if they fail to cure any non-compliance with the Tariff or Service Order other than payment obligations, or any violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's Services, within five days of receipt of notice from Company.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.8 Advance Payments**

**2.8.1** The Company requires Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one monthly billing period's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use (including seasonal service).

**2.9 Deposits**

**2.9.1** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed the Customer's average two (2) month's charges, including toll and interexchange service charges, during the preceding twelve (12) month period for a service or facility which has a minimum payment period of one month.

**2.9.2** When a deposit is assessed against an applicant, the Company shall require payment of only one-half (1/2) of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due thirty (30) days from the date of the initial deposit payment.

**2.9.3** A deposit may be required in addition to an advance payment.

**2.9.4** Deposits shall accrue interest in accordance with Commission and state law requirements.

**2.9.5** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.9 Deposits (Cont'd)**

**2.9.6** After the Customer has paid invoices for service for twelve (12) consecutive monthly billing periods without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two (2) occasions, the Company will promptly return a deposit, provided the Customer is not currently delinquent, or the Company will credit the deposit to the Customer's account if requested by Customer.

**2.10 Cancellation of Service**

**2.10.1** Unless otherwise specified by contractual commitment, any Customer may terminate service with the Company upon thirty days written notice. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date for the billing period in which the cancellation occurs.

**2.10.2** Company may refuse to provide new or continued Service to a Customer with any outstanding debts owed to Company. Should the outstanding debt remain outstanding, it will continue to accrue administrative and late fees. Company may inform credit reporting agencies of the late payment and the amounts owed as of that date. Company may use any deposit made by Customer to satisfy any outstanding amounts owed.

**2.11 Company Termination of Service**

**2.11.1** Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or Subscriber's use of the Service in a manner which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such termination is reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or

## **FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 — RULES AND REGULATIONS (CONT'D)**

#### **2.11 Company Termination of Service (Cont'd)**

##### **2.11.1 (Cont'd)**

- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services or facilities, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or Subscriber's misuse of the Company's Network; or
- (E) Customer's or Subscriber's use of the Company's Network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection;
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- (L) If Company is reasonably unable to furnish all of the Service requested by Customer for any cause other than Company's negligence or willful misconduct;

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Company Termination of Service (Cont'd)****2.11.1 (Cont'd)**

- (M) If Customer liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating; or
- (N) If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the PUC and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

**2.11.2** In all other circumstances, Company may discontinue or terminate Services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

**2.12 Interruption of Service**

**2.12.1** Without incurring liability, Company may interrupt the provision of Service at any time in order to perform tests, maintenance, and inspections, including to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.12 Interruption of Service (Cont'd)**

**2.12.3** Company will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond Company control, including weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or beyond the scope of Company control.

**2.12.4** A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allows shall be as follows: for a Service Interruption Length lasting four (4) or more continuous hours, a credit will be issued for 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.

“Service Interruption” means a total loss of Service provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company and ends when Company restores Service to Customer. “Trouble Report” means any report made by Customer related to the services that describes the time, location, and nature of the outage. Company shall maintain a point of contact for Customer to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use commercially reasonable efforts to respond within four (4) business hours.

**2.12.5** Credit allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company's Acceptable Use Policy as posted on its website; (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Company; (vii) caused by a failure of the Customer's equipment or internal wiring or loss of other service supplied by Customer; or (vii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruption.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.13 Claims and Disputes**

**2.13.1** All invoices are presumed accurate and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

**2.13.2** In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

**2.13.3** Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120  
(717) 783-1740  
(800) 692-7380.

PO Box 3265  
Harrisburg, PA 17105-3265

The Company complies with the requirements of 52 Pa Code Chapter 64 regarding billing standards and practices for residential customers. In instances where sections of this Tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.14 Liability of the Customer**

- 2.14.1** The Customer will be liable for damages to Company's facilities and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.14.2** The Customer has the sole responsibility and liability for obtaining at its expense any and all third-party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.
- 2.14.3** To the extent caused by any negligent or intentional act of the Customer as described in Section 2.14.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in, any service provided by the Company to such third party.

**2.15 Liability of the Company**

- 2.15.1** Except for claims of personal injury, and except for claims arising from Company's gross reckless or willful misconduct, the liability of the Company for any loss or damages arising out of mistakes, omissions, delays, errors, defects, or failures in a Service, or in any equipment or facilities, shall not exceed a refund of the amount equivalent to the proportionate charge that Customer paid for the period during which the mistake, omission, delay, defect, or failure existed. Notwithstanding the foregoing, but subject to the limitations of Sections 2.15.2 and 2.15.3 below, Company may be liable to Customer for damages up to \$500 for claims arising from Company's tortious negligence.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.15 Liability of the Company (Cont'd)**

- 2.15.2** Notwithstanding Section 2.15.1, the Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.15.3** Notwithstanding Section 2.15.1, the Company shall not be liable for any claims for loss or damages involving: (1) Breach in the privacy or security of communications transmitted over the Company's facilities; (2) injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities unless such injury to property or injury or death to persons is caused by gross negligence or willful misconduct of the Company's agents or employees; (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (4) Any noncompletion of calls due to network busy conditions; (5) Any claims caused by other parties or not the fault of Company, including but not limited to a claim or loss, expense or damage (including indirect, special or consequential damage) caused by any person or entity other than the Company; (6) Any malfunction of any service or facility provided by any other party; (7) Any of Customer's attempts to install, maintain, repair or move the Services or Company's or Customer's equipment; or (8) Any *force majeure* event as defined by Section 2.17.
- 2.15.4** Customer indemnifies Company, its affiliates, employees and subcontractors from any third party claims arising from the use or attempted use of Service provided to Customer.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.14 Liability of the Company (Cont'd)**

- 2.15.5** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff or by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;; including a breach in the privacy or security of communications transmitted over the Company's facilities; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.15.6** NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER.
- 2.15.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.16 Limited Warranty**

**2.16.1** EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE CUSTOMER PURCHASES FROM COMPANY, AND TO THE EXTENT PERMITTED BY LAW, COMPANY PROVIDES ALL SERVICE(S) AND EQUIPMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT COMPANY EQUIPMENT OR SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED OR ERROR-FREE COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

**2.17 Force Majeure**

**2.17.1** Notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, pandemics, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff be deemed, or postponed by, a force majeure event.

**2.17.2** Customer may terminate an affected Service if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the Service.

## **FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

### **SECTION 2 — RULES AND REGULATIONS (CONT'D)**

#### **2.18 Ownership of Facilities**

**2.18.1** Title to all facilities and equipment provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

#### **2.19 Transfers and Assignments**

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

#### **2.20 Notices and Communications**

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

**2.20.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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

**2.20.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.21 Regulatory Changes**

- 2.21.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania PUC and the Federal Communications Commission.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 3 — DESCRIPTION OF SERVICES****3.1 Usage Based Services/Timing of Calls**

The Company's charges are based on the usage of Company's services, plus any special features and/or service options, if any. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible.). The determination of when a called party picks up is made when the hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.1 Minimum Call Completion Rate**

A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD services.

**3.2 Distance Sensitivity / Calculation of Mileage**

The Company's current services are not distance sensitive.

**3.3 Basic Long Distance Services**

The Company's Basic Long Distance Services are switched equal access inbound and outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Pennsylvania, the rates of which are flat rates and switched equal access outbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX). Rates and charges for Company's Basic Long Distance Services are set forth in Section 4.

The Unlimited Calling Plan includes intraLATA and interLATA long distance intrastate calling. The Local and Regional Plan includes intraLATA intrastate long distance calling and a Customer that wishes to place interLATA intrastate calls must identify the carrier it will use for interLATA long distance calling.

**3.4 Operator Service**

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

**SECTION 3 — DESCRIPTION OF SERVICES (CONT'D)**

**3.5 Location of Service**

The Company's service is available statewide and is not intended to be limited geographically.

**3.6 Directory Assistance**

The Company offers standard directory assistance.

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**FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF****SECTION 4 -RATES AND PROMOTIONS****4.1 Basic Long Distance Service Package**

The Company provides Basic Long Distance Services as part of a bundled package with Basic Local Exchange Services (which are described in more detail in the Company's Tariff Telephone – Pa. P.U.C. No. 1).

**Rates**

Unlimited Calling Plan Monthly Rate	
Primary Line	\$71.00
Additional Line(s)	\$59.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Additional Line(s)	\$14.99
Local and Regional Plan Monthly Rate	
Primary Line	\$69.00
Secondary Line	\$57.00
Service Connection Charge, one-time charge per line:	
Primary Line	\$79.95
Secondary Line	\$14.99

**4.2 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**4.3 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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## **FACILITIES-BASED INTEREXCHANGE CARRIER TARIFF**

### **SECTION 5 -CONTRACT SERVICES**

#### **5.1 General**

At the option of the Company, Service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of terms, or recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Commission.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

**Astound Networks Pennsylvania, LLC**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO TELECOMMUNICATIONS SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA**

This tariff contains the service offerings, rates, terms and conditions for the furnishing of Competitive Access Provider services provided by Astound Networks Pennsylvania, LLC (“Company”) to business customers between one or more points within the Commonwealth of Pennsylvania. The Company has a principal address at 650 College Road East, Suite 3100, Princeton, NJ 08540. This Tariff has been filed with the Pennsylvania Public Utility Commission and is available on the website [www.astound.com](http://www.astound.com).

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 Communications Act of 1934, as amended by the Telecommunications Act of 1996, and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission.

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**COMPETITIVE ACCESS PROVIDER TARIFF****CHECK SHEET**

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

<b>Page No.</b>	<b>Revision Level</b>			<b>Page No.</b>	<b>Revision Level</b>	
Title	Original	*		21	Original	*
1	Original	*		22	Original	*
2	Original	*		23	Original	*
3	Original	*		24	Original	*
4	Original	*		25	Original	*
5	Original	*		26	Original	*
6	Original	*		27	Original	*
7	Original	*		28	Original	*
8	Original	*		29	Original	*
9	Original	*		30	Original	*
10	Original	*		31	Original	*
11	Original	*				
12	Original	*				
13	Original	*				
14	Original	*				
15	Original	*				
16	Original	*				
17	Original	*				
18	Original	*				
19	Original	*				
20	Original	*				

\* Denotes new or revised Tariff page included in this filing.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

**LIST OF MODIFICATIONS**

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**COMPETITIVE ACCESS PROVIDER TARIFF**

**TABLE OF CONTENTS**

**CHECK SHEET**.....1

**LIST OF MODIFICATIONS** .....2

**TABLE OF CONTENTS** .....3

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF** .....5

**TARIFF FORMAT** .....6

**SECTION 1 – DEFINITIONS**.....7

**SECTION 2 - RULES AND REGULATIONS**.....9

    2.1 Undertaking of the Company.....9

    2.2 Application and Use of Tariff.....9

    2.3 Responsibilities of the Customer .....11

    2.4 Customer Equipment .....11

    2.5 Use of Company’s Network and Facilities .....13

    2.6 Payment for Service.....13

    2.7 Late Fees and Default .....14

    2.8 Advance Payments.....14

    2.9 Deposits .....15

    2.10 Cancellation of Service.....16

    2.11 Company Termination of Service.....16

    2.12 Interruption of Service.....18

    2.13 Claims and Disputes .....20

    2.14 Liability of the Customer.....21

    2.15 Liability of the Company.....21

Issued: August 20, 2024

Effective: August \_\_, 2024

Joseph Kahl  
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**COMPETITIVE ACCESS PROVIDER TARIFF**

**TABLE OF CONTENTS (CONT'D)**

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

2.16 Limited Warranty.....24

2.17 Force Majeure.....25

2.18 Ownership of Facilities.....25

2.19 Transfer and Assignments .....25

2.20 Notices and Communications .....26

2.21 Regulatory Changes.....26

**SECTION 3 - DESCRIPTION OF SERVICES.....27**

3.1 Private Line Telecommunications Service .....27

3.2 Other Services.....27

3.3 Customer Specific Contracts .....27

**SECTION 4 - RATES AND CHARGES .....28**

4.1 Rates .....28

Issued: August 20, 2024

Effective: August \_\_, 2024

Joseph Kahl  
 VP, Corporate Regulatory & Government Affairs  
 650 College Rd. East, Ste. 3100  
 Princeton, NJ 08540

**COMPETITIVE ACCESS PROVIDER TARIFF**

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

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

- I** — To signify increased rate
- D** — To signify decreased rate
- C** — To signify all other changes

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**COMPETITIVE ACCESS PROVIDER TARIFF****TARIFF FORMAT**

- A. Page Numbering** — Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** — Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** — There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** — When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page 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 page is the most current on file with the Commission.

## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 1 — DEFINITIONS

**Advance Payment** - Part or all of a payment required before the start of Service.

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

**Commission** — Pennsylvania Public Utility Commission or “PUC.”

**Company** — Astound Networks Pennsylvania, LLC.

**Customer** — The person, firm or corporation, or other entity which orders, cancels, amends, or uses Service and is responsible for the payment of charges and compliance with this Tariff.

**Customer Equipment** — Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

**Deposit** — Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**IXC or Interexchange Carrier** — A long distance telecommunications service provider.

**Fiber Optic Cable** — A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Monthly Recurring Charges (“MRC”)** — The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

**Network** — The Company’s digital fiber optics-based network, inclusive of equipment used as part of the network.

**Non-Recurring Charge (“NRC”)** — The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Numbering Plan Area (“NPA”)** — An NPA is referred to as an area code. There are two general categories of NPAs: (1) Geographic NPA — associated with a defined geographic area; all telephone numbers bearing such an NPA are associated with services provided within that geographic area; and (2) Non-Geographic NPA — associated with a specialized telecommunications services, which may be provided across multiple geographic NPA areas; for example 800, 900, 700, 500 and 888 — also known as a Service Access Code or SAC.

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## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 1 — DEFINITIONS (CONT'D)

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

**Premises** — The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Private Line Telecommunications Service** — A dedicated non-switched transmission competitive access service from one or more customer-specified locations to one or more customer-specified locations.

**Service** — Any means of service offered herein or any combination thereof.

**Service Order** — A written request for Services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the Tariff.

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

**Tariff** — This Tariff No. 4 on file with the Commission.

**Telecommunications** — The offering of the transmission of messages or communications for a fee to the public.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 2 — RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

- 2.1.1** The Company's Services offered pursuant to this Tariff are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. To provide Services, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

#### 2.2 Application and Use of Tariff

- 2.2.1** This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the Company's furnishing of intrastate Private Line Telecommunications Service to Customers within the Commonwealth of Pennsylvania.
- 2.2.2** The rates and regulations contained in this Tariff apply only to the Services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing, or in connection with, the Service that are not provided by Company.
- 2.2.3** The Services are subject to the availability of electrical power and functioning premises equipment, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice, and subject to the provisions of this Tariff.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.2 Application and Use of Tariff (Cont'd)**

- 2.2.4** Service is provided on the basis of a minimum period of at least 1 month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.5** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.6** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.7** The use of Service without payment therefor or attempting to avoid payment for Service by fraudulent means is prohibited. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using Service in violation of provisions of this Tariff, or in violation of the law. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.8** Service is furnished to the Customer for any lawful purpose consistent with the transmission parameters of the telecommunications facilities used in the provision of Services. Service shall not be used for any unlawful or fraudulent purpose, nor used in such a manner as to interfere unreasonably with the use of any service provided pursuant to this Tariff or otherwise by any other customer. Service may be terminated upon written notice to the Customer if:
- (A) the Customer is using the service in violation of this tariff; or
  - (B) the Customer is using the service in violation of the law.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.3 Responsibilities of the Customer**

- 2.3.1** The Customer is responsible for the payment of applicable charges specified in the Service Order executed by the Customer and for charges pursuant to the Tariff.
- 2.3.2** The Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.3.3** The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- 2.3.4** The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.
- 2.3.5** The Customer must comply with Tariff regulations, Company's Acceptable Use Policy as posted on its website, and any applicable, laws, regulations, orders or other requirements of any governmental entity relating to the Service and for ensuring that its Subscribers comply with the foregoing requirements.

**2.4 Customer Equipment**

- 2.4.1** The Customer is responsible for any Customer-owned equipment or Customer-provided software, hardware, or services that Customer elects to use in connection with the Service. Customer shall be responsible for the maintenance or repair of any Customer equipment, and Company will not be responsible for any such maintenance or repair.
- 2.4.2** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities and Services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting risk of imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense and/or terminate the Customer's Service.

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**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment (Cont'd)**

- 2.4.3** The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.4.4** The Customer is responsible for implementing reasonable security measures and procedures with respect to Customer equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on Customer equipment, in addition to any transmissions to or from Customer or its authorized users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer equipment including the value of any services obtained in violation of the Tariff or Service Order.
- 2.4.5** Company does not warrant that Customer equipment will enable Customer to successfully install, access, operate, or use the Services. Customer acknowledges that any such installation, access, operation, or use could cause damage to Customer equipment. Company shall not have any liability whatsoever for any such failure or damage, including lack of 911/e911 or dialing associated with a security system. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability applicable to the Service.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Use of Company's Network and Facilities**

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

**2.5.2** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with and that the Customer is complying with the requirements set forth in this Tariff for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided channels, facilities and equipment to Company-owned facilities and equipment.

**2.5.3** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing, by registered mail, of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request 24 hours in advance, provide Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.6 Payment for Service**

**2.6.1** Customers will be billed directly by Company. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on, or based upon, the provision, sale or use of Network. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.6 Payment for Service (Cont'd)**

**2.6.2** The Company will bill Customer monthly based on the type and amount of Service requested, the price of which may vary depending on the timeframe of the offer or Service plan purchased.

**2.6.3** All billing amounts are due to Company in advance of receiving Service, on or before the day indicated on the bill as the due date, which is thirty (30) days after the billing date. Recurring monthly charges are nonrefundable should the Customer request a suspension or reduction of Services.

**2.6.4** Customer will be responsible for any charges incurred from third-party service providers, and these charges will be separate and apart from any amounts charged by Company.

**2.7 Late Fees and Default**

**2.7.1** If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty may be due to the Company. A 1.25% late payment charge applies to any unpaid balance carried forward from a monthly bill to the next monthly billing period's bill.

**2.7.2** A Customer is in default if they fail to cure any non-compliance with the Tariff or Service Order, other than payment obligations, or any violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's Services, within five days of receipt of notice from Company.

**2.8 Advance Payments**

**2.8.1** The Company requires Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one monthly billing period's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use (including seasonal service).

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**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.9 Deposits**

- 2.9.1** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed the Customer's average two (2) month's charges, including toll and interexchange service charges, during the preceding twelve (12) month period for a service or facility which has a minimum payment period of one month.
- 2.9.2** When a deposit is assessed against an applicant, the Company shall require payment of only one-half (1/2) of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due thirty (30) days from the date of the initial deposit payment.
- 2.9.3** A deposit may be required in addition to an advance payment.
- 2.9.4** Deposits shall accrue interest in accordance with Commission and state law requirements.
- 2.9.5** When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.
- 2.9.6** After the Customer has paid invoices for service for twelve (12) consecutive monthly billing periods without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two (2) occasions, the Company will promptly return a deposit, provided the Customer is not currently delinquent, or the Company instead will credit the deposit to the Customer's account if requested by Customer.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.10 Cancellation of Service**

**2.10.1** Unless otherwise specified by contractual commitment, any Customer may terminate service with the Company upon thirty days written notice. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date for the billing period in which the cancellation occurs.

**2.10.2** Company may refuse to provide new or continued Service to a Customer with any outstanding debts owed to Company. Should the outstanding debt remain outstanding, it will continue to accrue administrative and late fees. Company may inform credit reporting agencies of the late payment and the amounts owed as of that date. Company may use any deposit made by Customer to satisfy any outstanding amounts owed.

**2.11 Company Termination of Service**

**2.11.1** Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or Subscriber's use of the Service in a manner which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies; or if such termination is reasonably appropriate to avoid violation of applicable law; or
- (B) Pursuant to any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services or facilities, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or Subscriber's misuse of the Company's Network; or
- (E) Customer's or Subscriber's use of the Company's Network for any fraudulent or unlawful purpose; or

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.11 Company Termination of Service (Cont'd)**

**2.11.1 (Cont'd)**

- (F) Emergency, threatened, or actual disruption of Service to other Customers;  
or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection;
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- (L) If Company is reasonably unable to furnish all of the Service requested by Customer for any cause other than Company's negligence or willful misconduct;
- (M) If Customer liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating; or
- (N) If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the PUC and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.11 Company Termination of Service (Cont'd)**

**2.11.2** In all other circumstances, Company may discontinue or terminate Services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

**2.12 Interruption of Service**

**2.12.1** Without incurring liability, Company may interrupt the provision of Service at any time in order to perform tests, maintenance, and inspections, including to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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

**2.12.3** Company will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond Company control, including weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or beyond the scope of Company control.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.12 Interruption of Service (Cont'd)**

- 2.12.4** A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allowed shall be as follows: for a Service Interruption Length lasting four (4) or more continuous hours, a credit will be issued for 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.
- 2.12.5** “Service Interruption” means a total loss of Service provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company and ends when Company restores Service to Customer. “Trouble Report” means any report made by Customer related to the services that describes the time, location, and nature of the outage. Company shall maintain a point of contact for Customer to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use commercially reasonable efforts to respond within four (4) business hours.
- 2.12.6** Credit allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company's Acceptable Use Policy as posted on its website; (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Company; (vii) caused by a failure of the Customer's equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruptions.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 2 — RULES AND REGULATIONS (CONT'D)**

**2.13 Claims and Disputes**

**2.13.1** All invoices are presumed accurate and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If Customer does not submit a claim as stated above, the Customer waives all rights to file a claim thereafter.

**2.13.2** In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

**2.13.3** Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120  
(717) 783-1740  
(800) 692-7380.

PO Box 3265  
Harrisburg, PA 17105-3265

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.14 Liability of the Customer**

- 2.14.1** The Customer will be liable for damages to Company's facilities and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.14.2** The Customer has the sole responsibility and liability for obtaining at its expense any and all third-party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.
- 2.14.3** To the extent caused by any negligent or intentional act of the Customer as described in Section 2.14.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in, any service provided by the Company to such third party.

**2.15 Liability of the Company**

- 2.15.1** Except for claims of personal injury, and except for claims arising from Company's gross reckless or willful misconduct, the liability of the Company for any loss or damages arising out of mistakes, omissions, delays, errors, defects, or failures in a Service, or in any equipment or facilities, shall not exceed a refund of the amount equivalent to the proportionate charge that Customer paid for the period during which the mistake, omission, delay, defect, or failure existed. Notwithstanding the foregoing, but subject to the limitations of Sections 2.15.2 and 2.15.3 below, Company may be liable to Customer for damages up to \$500 for claims arising from Company's tortious negligence.

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.15 Liability of the Company (Cont'd)**

**2.15.2** Notwithstanding Section 2.15.1, the Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.15.3** Notwithstanding Section 2.15.1, the Company shall not be liable for any claims for loss or damages involving: (1) Breach in the privacy or security of communications transmitted over the Company's facilities; (2) injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities unless such injury to property or injury or death to persons is caused by gross negligence or willful misconduct of the Company's agents or employees; (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (4) Any noncompletion of calls due to network busy conditions; (5) Any claims caused by other parties or not the fault of Company, including but not limited to a claim or loss, expense or damage (including indirect, special or consequential damage) caused by any person or entity other than the Company; (6) Any malfunction of any service or facility provided by any other party; (7) Any of Customer's attempts to install, maintain, repair or move the Services or Company's or Customer's equipment; or (8) Any *force majeure* event as defined by Section 2.17.

## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.15 Liability of the Company (Cont'd)

- 2.15.4** Customer indemnifies Company, its affiliates, employees and subcontractors from any third party claims arising from the use or attempted use of Service provided to Customer.
- 2.15.5** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff or by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services; including a breach in the privacy or security of communications transmitted over the Company's facilities; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.15.6** NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER.

## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.15 Liability of the Company (Cont'd)

**2.15.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

#### 2.16 Limited Warranty

**2.16.1** EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE CUSTOMER PURCHASES FROM COMPANY, AND TO THE EXTENT PERMITTED BY LAW, COMPANY PROVIDES ALL SERVICE(S) AND EQUIPMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT COMPANY EQUIPMENT OR SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED OR ERROR-FREE COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

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650 College Rd. East, Ste. 3100  
Princeton, NJ 08540

**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.17 Force Majeure**

**2.17.1** Notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, pandemics, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff be deemed, or postponed by, a force majeure event.

**2.17.2** Customer may terminate an affected Service if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the Service.

**2.18 Ownership of Facilities**

**2.18.1** Title to all facilities and equipment provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.19 Transfers and Assignments**

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

## COMPETITIVE ACCESS PROVIDER TARIFF

### SECTION 2 — RULES AND REGULATIONS (CONT'D)

#### 2.20 Notices and Communications

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

#### 2.21 Regulatory Changes

- 2.21.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania PUC and the Federal Communications Commission.

## **COMPETITIVE ACCESS PROVIDER TARIFF**

### **SECTION 3 - DESCRIPTION OF SERVICES**

#### **3.1 Private Line Telecommunications Service**

The Company will provide facilities-based point-to-point private line telecommunications between two or more fixed end points designated by the Customer. The Service will be offered throughout the Commonwealth of Pennsylvania subject to the availability of suitable facilities that Company may self-provision or obtain from an affiliate or third party. Transmission speeds and capacity will be determined on an Individual Case Basis and vary on factors including the terminal equipment used and the transmission facilities available to each end point.

#### **3.2 Other Services**

Any other services that Company may provide, depending on conditions and Customer requirements, will be provided on an Individual Case Basis.

#### **3.3 Customer Specific Contracts**

The Company may provide any of the Services offered under this Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract. The rates provided under such contract offerings are listed in the attached appendices.

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**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 4 - RATES AND CHARGES****4.1 Rates**

Service is priced on an individual case basis (“ICB”) in response to a *bona fide* special request from a Customer or prospective Customer. Offered rates will vary based upon the availability of existing facilities; the mileage of requested facilities; the need for any new construction; issues related to obtaining access to the Customer’s premises; the terminal equipment selected to support the Services; Customer’s requirements for redundancy, speed and capacity; the term commitment of the customer, if any; and other factors. ICB non-recurring and monthly recurring rates will be offered to the Customer in writing and on a non-discriminatory basis.

The rate quote will generally be based upon the following standard rate principles set forth in this Section 4.1 applicable to a typical installation where the Company has existing facilities available with a one-year term commitment by the customer for Ethernet-based Private Line Telecommunications Service.

**4.1.1 Non-recurring Charges (per location)**

Installation	\$500.00
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**4.1.2 Monthly Recurring Charges (per location)**

100 Mbps	\$450.00
1 Gbps	\$950.00
10 Gbps	\$2,500.00
40 Gbps	\$9,500.00

Discounts may be available for locations where Company already has other facilities, such as at its own data center or third-party points of presence.

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**COMPETITIVE ACCESS PROVIDER TARIFF****SECTION 4 - RATES AND CHARGES (CONT'D)****4.1 Rates (Cont'd)****4.1.3 Nonroutine Installation.**

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

**4.1.4 Special Construction.**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges (applied on a time and materials basis), (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof. The costs may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (i) equipment and materials provided or used,
  - (ii) engineering, labor and supervision,
  - (iii) transportation, and
  - (iv) rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 4 - RATES AND CHARGES (CONT'D)**

**4.1 Rates (Cont'd)**

**4.1.4 Special Construction (Cont'd)**

- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

Special construction charges will be determined on an individual case basis.

**4.1.5 Service Calls**

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's Network, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

**4.1.6 Service Call Charge Rates**

Normal Company business hours	\$100.00 for the first 1/2 hour
	\$50.00 each add'l 1/2 hour

Normal Company business hours are Monday to Saturday 7:00 a.m. to 7:00 p.m., except Company Holidays.

Off-Hour Company business hours	\$300.00 for the first 1/2 hour
	\$75.00 each add'l 1/2 hour

Off-Hour Company business hours are Monday to Saturday 7:00 p.m. to 7:00 a.m., except Company Holidays.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 4 - RATES AND CHARGES (CONT'D)**

**4.1 Rates (Cont'd)**

**4.1.6 Service Call Charge Rates (Cont'd)**

Sundays and Company Holidays \$500.00 for the first 1/2 hour

\$125.00 each add'l 1/2 hour

Company Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Sundays and Company Holidays begin at 12:00 a.m. and continue to 11:59 p.m.

**4.1.7 Promotional Offerings**

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations.

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**Application of Astound Networks Pennsylvania, LLC for Approval of Authority  
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public  
in the Commonwealth of Pennsylvania**

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**Exhibit D**

**Radiate HoldCo's Financial Statements**

**[CONFIDENTIAL]**

**This Exhibit D is being filed separately *under seal*.**

**REDACTED**

## CERTIFICATE OF SERVICE

I, Winafred Brantl, hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party), specifically by first-class, prepaid postage mail delivery:

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923  
consumer@paoca.org

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101  
osba@pa.gov

Office of Attorney General  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120  
reed@attorneygeneral.gov

and upon the Pennsylvania Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer competitive local exchange services

**Verizon Pennsylvania LLC**  
**Verizon North**  
900 Race St., 6th Floor  
Philadelphia, PA 19107

**Ironton Telephone Company**  
4242 Mauch Chunk Rd.  
Coplay, PA 18037-9608

**Windstream Conestoga, Inc.**  
**Windstream D&E, Inc.**  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

**Palmerton Telephone Co.**  
P.O. Box 215  
465 Delaware Ave.  
Palmerton, PA 18071

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

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

**TDS Telecom/ Deposit**  
**Telephone Company**  
525 Junction Rd.  
Madison, WI 53717

**Lackawaxen Telephone Co.**  
104 Hotel Rd.  
Rowland, PA 18457

**The North-Eastern PA**  
**Telephone Company**  
P.O. Box D  
Forest City, PA 18421-1150

**Frontier Communications –**  
**Commonwealth Telephone Company LLC**  
**Frontier Communications of Pennsylvania, LLC**  
100 CTE Dr.  
Dallas, PA 18612

Dated: August 20, 2024

  
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