

September 23, 2024

DATE OF DEPOSIT

VIA FEDEX

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

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: **Application of Stratus Networks, Inc. for Approval to Offer, Render, Furnish,
Or Supply Telecommunications Services to The Public in the Commonwealth
of Pennsylvania**

Dear Secretary Chiavetta:

We represent Applicant, Stratus Networks, Inc. ("Stratus" or "Applicant") in the above matter.

Enclosed please find the following:

- Stratus Networks, Inc.'s Application for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania;
- Request for a Confidential and Proprietary Version of Stratus Network Inc.'s ("Stratus Networks") Application for Approval to Offer, Render, Furnish, Or Supply Telecommunications Services to The Public in the Commonwealth of Pennsylvania ("Application");
- Exhibit E – filed under seal;
- Check for the applicable filing fee in the amount of \$250.00; and
- Return envelope for filed copies.

Should you have any questions, please do not hesitate to contact my assistant, Natashia Townsend at (215) 299-4384. Thank you.

KUTAKROCK

VIA FEDEX

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Page 2

Respectfully,

A handwritten signature in black ink, appearing to read "Amy J. Blumenthal". The signature is fluid and cursive, with the first name "Amy" being the most prominent.

Amy J. Blumenthal

AJB/nt
Enclosure

DATE OF DEPOSIT

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

September 23, 2024

CONFIDENTIAL & PROPRIETARY

BY FEDEX OVERNIGHT (NON-CONFIDENTIAL & NON-PROPRIETARY VERSION)
BY FEDEX OVERNIGHT (CONFIDENTIAL & PROPRIETARY VERSION)

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

DATE OF DEPOSIT

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Application of Stratus Networks, Inc. for Approval to Offer, Render, Furnish, Or Supply Telecommunications Services to The Public in the Commonwealth of Pennsylvania.

Dear Secretary Chiavetta:

Enclosed for filing **Under Confidential Seal**, please find a Confidential and Proprietary Version of Stratus Network Inc.'s ("Stratus Networks") Application for Approval to Offer, Render, Furnish, Or Supply Telecommunications Services to The Public in the Commonwealth of Pennsylvania ("Application"). The Non-Confidential and Non-Proprietary Version of Stratus Networks Application, with appropriate redactions, is being filed with the Commission.

**REQUEST FOR CONFIDENTIAL TREATMENT OF
CONFIDENTIAL & PROPRIETARY INFORMATION**

Stratus Networks is filing a Confidential and Proprietary Version of its Application because information therein constitutes its confidential and proprietary trade secrets. For this reason, Stratus Networks requests that the Confidential and Proprietary Version of its Application that has been labeled "CONFIDENTIAL INFORMATION" and that is contained in the envelope stamped "UNDER CONFIDENTIAL SEAL" be given confidential treatment by the Commission, including its various offices and bureaus, and that these confidential materials be excluded from the Commission's public document folder and that the confidential copies not be disclosed to the public. The confidential and proprietary information contained in this filing has been redacted from the Non-Confidential and Non-Proprietary Version being filed in connection herewith.

Please contact me if there are any questions concerning this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Michael P. Donahue". The signature is written in a cursive style with a large, prominent initial "M".

Michael P. Donahue
Marashlian & Donahue, PLLC
1430 Spring Hill Road, Suite 310
McLean, VA 22102
Phone: (703) 714-1319
Fax: (703) 563-6222
Email: mpd@commlawgroup.com

Application of:

Stratus Networks, Inc., 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.

Stratus Networks, Inc.
416 N. Main Street, Suite 601
Peoria, IL 61602
(309) 222-2123
www.stratusnet.com

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.

Stratus Networks, Inc. was incorporated as Access2Go, Inc. on June 6, 2002. In 2012, Access2Go, Inc. changed its name to Stratus Networks, Inc. Applicant has not operated under any other name in the preceding five years.

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

Amy J. Blumenthal
Kutak Rock LLP
Two Logan Square
100 N. 18th Street, Suite 1920
Philadelphia, PA 19103
Phone: (215) 586-4188
Email: Amy.Blumenthal@KutakRock.com

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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.

Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602
Phone: (309) 417-3291
Fax: (309) 345-8909
Email: tevans@stratusnet.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).

Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602
Phone:(309) 417-3291
Fax: (309) 345-8909
Email: tevans@stratusnet.com

- 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.

Stratus Networks, Inc.
416 N. Main Street, Suite 601
Peoria, IL 61602
Toll Free Number: (800) 990-9093
Email: noc@stratusnet.com
Attn: Customer Service

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.

Applicant's authorization to transact business in Pennsylvania is attached hereto as Exhibit A.

- 5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
 Domestic general partnership
 Domestic corporation
 Domestic limited partnership
 Domestic limited liability company
 Domestic limited liability partnership

- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA. **Cogency Global Inc., 600 North 2nd Street Harrisburg, PA 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 does not have partners. Applicant is a wholly-owned subsidiary of Saturn Network Holdings, Inc., 601 N. Main Street, Suite 601, Peoria, IL 61602. The largest shareholders of Saturn Network Holdings, Inc. are:

Name: John D. Petrakis Dynasty Trust
Address: c/o Stratus Networks, Inc.
416 N. Main Street, Suite 601
Peoria, IL 61602

Principal Business: Trust
Voting Interest: 20.7%
Equity Interest: 20.7%

Name: Kevin Morgan Generational Trust
Address: c/o Stratus Networks, Inc.
416 N. Main Street, Suite 601
Peoria, IL 61602

Principal Business: Trust
Voting Interest: 20.7%
Equity Interest: 20.7%

Name: Novacap TMT V Co-Investment (Saturn), L.P.
Address: 3400, rue de l'Éclipse, Bur. 700
Brossard, Québec, J4Z 0P3, Canada

Principal Business: Investment
Voting Interest: 29.87%
Equity Interest: 29.87%

Name: Novacap TMT V, L.P.
Address: 3400, rue de l'Éclipse, Bur. 700
Brossard, Québec, J4Z 0P3, Canada

Principal Business: Investment
Voting Interest: 15.75%
Equity Interest: 15.75%

Name: Novacap International TMT V, L.P.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Address: 3400, rue de l'Éclipse, Bur. 700
Brossard, Québec, J4Z 0P3, Canada
Principal Business: Investment
Voting Interest: 11.41%
Equity Interest: 11.41%

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.

Applicant's authorization to transact business in Pennsylvania is attached hereto as Exhibit A. Applicant's Articles of Incorporation, as amended, are attached hereto Exhibit B.

The Applicant is incorporated in the State of Illinois.

Give name and address of officers:

Darren Feder, CEO
416 N. Main Street, Suite 601
Peoria, IL 61602

Ben Russell, CTO
416 N. Main Street, Suite 601
Peoria, IL 61602

Bruce Skellie, CFO
416 N. Main Street, Suite 601
Peoria, IL 61602

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SECRETARY'S BUREAU

Please see Exhibit C.

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 was granted a Certificate of Public Convenience ("CPC") to provide resold competitive interexchange telecommunications services in Pennsylvania in Docket No. R-20152465898 on March 26, 2015. On November 5, 2021, Applicant filed a request to surrender its Certificate of Public Convenience and Necessity as its then-current operations did not include intrastate telecommunications services. The Commission approved surrender of Applicant's CPC in Docket No. A-2021-3029445 on April 14, 2022. Applicant does not have any affiliates providing telecommunications services in Pennsylvania.

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

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

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

The applicant is not presently doing business in Pennsylvania as a public utility.

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier.

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.

Stratus Networks, Inc. ("Stratus") plans to offer "Local Exchange Telephone Service" or "Local Exchange Service" as defined in PA ST 66 Pa.C.S.A. § 3012 and/or "Telephone Exchange Service," as defined in Section 3(54) of the federal Communications Act of 1934, as amended ("Act"), 47 U.S.C. § 153(54). The determination of whether a call is provided pursuant to this definition is based on the end points of such call, using the locations of the originating and terminating telephone numbers, as required by the Federal Communications Commission ("FCC").

Stratus plans to offer "Local Exchange Access" a/k/a "Exchange Access" as referenced in Section 3(20) of the Act, 47 U.S.C. § 153(20). The FCC's call end points policy will be used to determine whether a call is provided pursuant to this definition.

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.

Stratus seeks authority to offer local exchange services throughout the services areas of Verizon Pennsylvania LLC, Verizon North LLC, Brightspeed of Pennsylvania, LLC, Consolidated Communications of Pennsylvania Company, Commonwealth Telephone Company d/b/a Frontier Communications, Commonwealth Telephone Company and Windstream Pennsylvania LLC.

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.

Stratus initially intends to offer its services primarily to enterprise, governmental and other business customers. The flexibility, scalability, and functionality of Stratus's services provide the greatest advantages for non-residential users.

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.

A copy of the proposed tariff is attached to this application as **Exhibit D**.

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.

Stratus's financial documents are attached to the application as CONFIDENTIAL Exhibit E. Stratus handles its accounting matters in house and accounting records will be held at Peoria, IL location.

15. **START DATE:** The Applicant proposes to begin offering services on or about

As soon as possible after receiving authority.

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

Not applicable.

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

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

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

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

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

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

Applicant does not claim a particular status pursuant to the 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.

Neither Stratus, nor any affiliates or persons identified in this Application have been convicted of a crime involving fraud or similar activity.

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

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

Applicant:

Stratus Networks, Inc.

By: Tyler Evans

Title: VP, Operations

CERTIFICATE OF SERVICE: I, Michael P. Donahue, hereby certify that I have this day, served copies of the foregoing document via priority first class mail on the following:

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

Dated: September 23, 2024

/s/ Michael P. Donahue

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

AFFIDAVIT

State of Illinois

:

ss.

County of Peoria

:

DATE OF DEPOSIT

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Tyler Evans, Affiant, being duly affirmed according to law, deposes and says that:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Affiant is the VP, Operations of Stratus Networks, Inc.

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

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

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

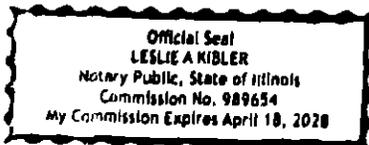
That Stratus Networks, Inc., the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies 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.

Tyler Evans

Signature of Affiant

Sworn and subscribed before me this 4th day of September 2024
Month Year



Leslie A. Kibler

Signature of official administering oath

My Commission expires 4/18/2028

23. § 1.36 Verification.

Verification

I, Tyler Evans, 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).

9/4/24
Date


Signature

Tyler Evans
Printed name

Exhibits

Exhibit A Authorization to Transaction Business in Pennsylvania

Exhibit B Articles of Incorporation

Exhibit C Management Biographies

Exhibit D Proposed Tariff

Exhibit E Financial Information (*Filed under seal*)

Certificate of Service

Exhibit A
Authorization to Transaction Business in Pennsylvania

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

Regarding: Stratus Networks, Inc.
Request Type: Certificate of Registration **Issuance Date:** July 29, 2024
Request No.: 040115719 **File No:** 0003680853
Receipt No.: 1152861
Filing Type: Foreign Business Corporation
Initial Filing Date: October 12, 2006
Status: Active

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

Stratus Networks, Inc.

is a foreign association duly registered to do business in this Commonwealth as of the issuance date herein.

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written.

Albert Schmidt
Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

Exhibit B
Articles of Incorporation

DATE OF DEPOSIT

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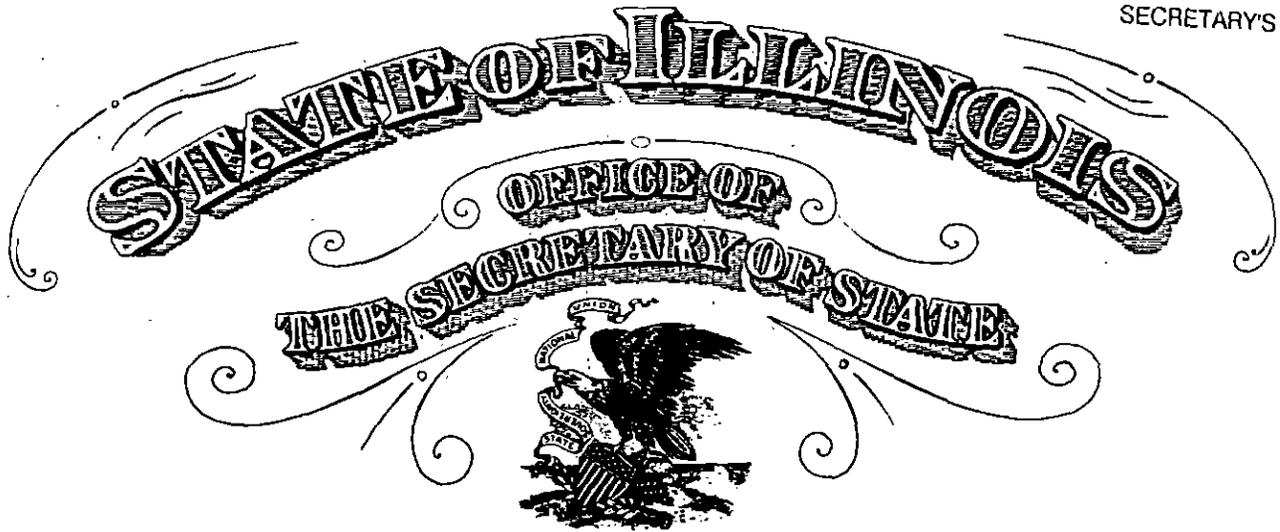
DATE OF DEPOSIT

File Number

6225-066-6

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 14 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR STRATUS NETWORKS, INC..

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of MARCH A.D. 2024 .



Alexi Giannoulis

SECRETARY OF STATE

Authentication #: 2406602533 verifiable until 03/06/2025.

Authenticate at: <https://www.ilsos.gov>

**BCA-2.10****ARTICLES OF INCORPORATION**

6225-0666

(Rev. Jan. 1999)

This space for use by Secretary of State

SUBMIT IN DUPLICATE!

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
<http://www.sos.state.il.us>

FILED

JUN 06 2002

JESSE WHITE
SECRETARY OF STATE PAID

This space for use by Secretary of State

Date 6-6-02
 Franchise Tax \$ 25.00
 Filing Fee \$ 75.00
Approved: KK 100.00

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. CORPORATE NAME: Access2Go, Inc.KK

JUN 07 2002

EXPEDITED SECRETARY OF STATE

(The corporate name must contain the word "corporation", "company", "incorporated" or "limited" or an abbreviation thereof.)

2. Initial Registered Agent: John S. Elias
 First Name Middle Initial Last name
 Initial Registered Office: 416 Main Street Suite 1400
 Number Street Suite #
Peoria IL Peoria 61602
 City County Zip Code

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)



To do any and all acts and things for which corporations may be incorporated under the Business Corporation Act of 1983.

044

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

| Class | Par Value per Share | Number of Shares Authorized | Number of Shares Proposed to be Issued | Consideration to be Received Therefor |
|--------|---------------------|-----------------------------|--|---------------------------------------|
| COMMON | \$ NO PAR | 100,000 | 1,000 | \$ 1,000 |
| | | | | TOTAL = \$ 1,000 |

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

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(over)

 PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

| Name | Residential Address | City, State, ZIP |
|------|---------------------|------------------|
| | | |
| | | |
| | | |

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS SEE ATTACHMENT #1**
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated June 3, 2002
 (Month & Day) Year

| Signature and Name | Address |
|---|---|
| 1. <u>John S. Elias</u> Signature John S. Elias (Type or Print Name) | 1. <u>416 Main Street, Suite 1400</u> Street Peoria, IL 61602 City/Town State Zip Code |
| 2. _____ Signature (Type or Print Name) | 2. _____ Street City/Town State Zip Code |
| 3. _____ Signature (Type or Print Name) | 3. _____ Street City/Town State Zip Code |

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The **minimum total due** (franchise tax + filing fee) is **\$100**.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

ATTACHMENT #1

ACCESS2GO, INC.

ARTICLES OF INCORPORATION

ARTICLE 7

PARAGRAPH ONE: No holder of any class or series of stock of the Corporation shall have cumulated voting rights with respect to any matter voted upon by the holders of such stock.

PARAGRAPH TWO: Each of the following matters when submitted to shareholders vote pursuant to the requirements of the Business Corporation Act of 1983, as amended from time to time, or any successor statute, shall require for its adoption, approval or authorization, as the case may be, the affirmative vote of the holders of at least a majority of the total outstanding shares entitled to vote on the matter and, if applicable, the affirmative vote of the holders of at least a majority of the outstanding shares of each class or series of shares entitled to vote as a class on the matter:

- (i) a proposed amendment to these Articles of Incorporation;
- (ii) a plan of merger, consolidation or exchange;
- (iii) a sale, lease, exchange, or other disposition of all, or substantially all, the property and assets, with or without the good will, of the corporation, if not made in the usual and regular course of business, and the determination of, or authorization of the board of directors to determine, any and all of the terms and conditions thereof and the consideration to be received by the corporation therefor; and
- (iv) a resolution to voluntarily dissolve the corporation.

When recorded, return to: John S. Elias
Elias, Meginnis, Riffe, & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

Form **BCA-10.30**

(Rev. Jan. 1999)

ARTICLES OF AMENDMENT

File # 6225-066-6

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

FILED PAID

SUBMIT IN DUPLICATE

MAR 31 2003

APR 02 2003
EXPEDITED
SECRETARY OF STATE

This space for use by Secretary of State

Date: 3-31-03

Remit payment in check or money order, payable to "Secretary of State."

The filing fee for restated articles of amendment - \$100.00

http://www.sos.state.il.us

JESSE WHITE
SECRETARY OF STATE

Franchise Tax \$
Filing Fee* \$25.00
Penalty \$

Approved: KK/RD



CP0952191

(Note 1)

1. CORPORATE NAME: Access2Go, Inc.

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on February 28 2003 in the manner indicated below. ("X" one box only)
(Year)

February 28
(Month & Day)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Notes 4 & 5)
- By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

(NEW NAME)

All changes other than name, include on page 2
(over)

Text of Amendment

- b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

See Attachment #1

DATE OF DEPOSIT

SEP 23 2024

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

4. The manner, if not set forth in article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(if not applicable, insert "No change")*
 As of the effective date of this Articles of Amendment, all of the 1,000 previously issued and outstanding Common are exchanged for 70,004 shares of Series A Common and 29,996 Series B Common.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(if not applicable, insert "No change")*
 No change.

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amended is as follows: *(if not applicable, insert "No change")*
 No change.

| | | |
|-----------------|------------------|-----------------|
| | Before Amendment | After Amendment |
| Paid-in Capital | \$ _____ | \$ _____ |

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK**.)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

| | | |
|-------------|---|--|
| Dated | <u>March 27</u> , 2003 | <u>Acces2Co, Inc.</u> |
| | (Month & Day) (Year) | (Exact Name of Corporation at date of execution) |
| attested by | <u>Colleen Shefts</u> | by <u>[Signature]</u> |
| | (Signature of Secretary or Assistant Secretary) | (Signature of President or Vice President) |
| | <u>Colleen K. Shefts, Secretary</u> | <u>Janison J. Shefts, President</u> |
| | (Type or Print Name and Title) | (Type or Print Name and Title) |

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, _____

(Month & Day) (Year)

ATTACHMENT #1

ACCESS2GO, INC.

ARTICLES OF AMENDMENT

RESOLVED, Article 4 of the Articles of Incorporation is completely eliminated and the following is substituted in lieu thereof:

ARTICLE 4

PARAGRAPH 1. The Authorized Shares are as follows:

| <u>Class</u> | <u>Series</u> | <u>Par Value Per Share</u> | <u>Number of Shares Authorized</u> |
|--------------|---------------|--------------------------------|--|
| Common | A | N.A. | 100,000 |
| Common | B | N.A. | <u>100,000</u> |
| TOTAL | | | 200,000 |

PARAGRAPH 2. The preference, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each series of Common are:

(a) Voting

(i) Series A Common. The owners of record of the issued and outstanding shares of Series A Common shall be entitled to one (1) vote per share of Series A Common owned. 4

(ii) Series B Common. The owners of record of the issued and outstanding shares of Series B Common shall not be entitled to any notice of shareholders' meetings, and shall not be entitled to vote on the election of directors or upon any matter whatsoever affecting the management or affairs of the Corporation. N

(b) All Other Matters. The Series A Common shares and Series B Common shares are "Common Shares" as defined in the Business Corporation Act of 1983, and except as specifically provided in subparagraph (a) above (regarding voting rights), the Series A Common shares and Series B Common shares are identical in all respects

When recorded, return to: John S. Elias, Esq.
Elias, Meginnis, Riffle & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

FORM BCA 10.30 (rev. Dec. 2003)
ARTICLES OF AMENDMENT
Business Corporation Act



Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-1832
www.cyberdriveillinois.com

PAID

AUG 14 2012

**EXPEDITED
SECRETARY OF STATE**

FILED

AUG 14 2012

**JESSE WHITE
SECRETARY OF STATE**

Recall payment in the form of a check or money order payable to Secretary of State.

File # 0225-066-6 Filing Fee: \$50 Approver: [Signature]

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name (See Note 1 on page 4.): Access2Go, Inc.

2. Manner of Adoption of Amendment:
The following amendment to the Articles of Incorporation was adopted on August 13 2012
in the manner indicated below: Month & Day Year

Mark an "X" in one box only.

- By a majority of the incorporators, provided no directors were named in the Articles of Incorporation and no directors have been elected. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.10, the Corporation having issued no shares as of the time of adoption of this amendment. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment. (See Note 3 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the Articles of Incorporation were voted in favor of the amendment. (See Note 4 on page 4.)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10. (See Notes 4 and 5 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (See Note 5 on page 4.)

3. Text of Amendment:
a. When amendment effects a name change, insert the New Corporate Name below. Use page 2 for all other amendments.
Article I: Name of the Corporation: Stratus Networks, Inc.
New Name

(All changes other than name include on page 2.)

Text of Amendment

- b. If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.
For more space, attach additional sheets of this size.

N/A

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows (if not applicable, insert "No change"):
 No change

5. a. The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital is as follows (if not applicable, insert "No change"):
 (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)
 No change

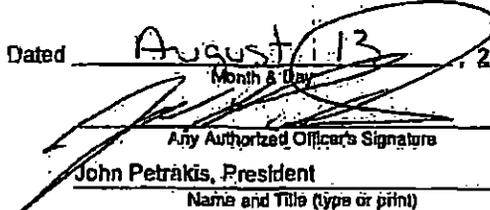
b. The amount of paid-in capital as changed by this amendment is as follows (if not applicable, insert "No change"):
 (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)
 (See Note 6 on page 4.)

| | Before Amendment | After Amendment |
|------------------|---------------------|---------------------|
| Paid-in Capital: | \$ <u>No change</u> | \$ <u>No change</u> |

Complete either Item 6 or Item 7 below. All signatures must be in BLACK INK.

6. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated August 13, 2012, Access2Go, Inc.
Month & Day Year Exact Name of Corporation


Any Authorized Officer's Signature
John Petrakis, President
Name and Title (type or print)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, a majority of the directors, or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated _____, _____
Month & Day Year

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act



Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

JAN 28 2022

JESSE WHITE
SECRETARY OF STATE

PAID

JAN 28 2022

Remit payment in the form of a check or money order payable to Secretary of State.

**EXPEDITED
SECRETARY OF STATE**

Filing fee is \$100, but if merger or consolidation involves more than two corporations, submit \$50 for each additional corporation.

File # 62250666 Filing Fee: \$ 100⁰⁰ Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black Ink ----- Do not write above this line -----

NOTE: Strike Inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to merge and State or Country of incorporation.

| Name of Corporation | State or Country of Incorporation | Corporation File Number |
|---|-----------------------------------|---------------------------|
| <input checked="" type="checkbox"/> <u>Stratus Networks, Inc.</u> | <u>Illinois</u> | <u>62250666</u> <u>S.</u> |
| <input checked="" type="checkbox"/> <u>Saturn Acquisition Company, Inc.</u> | <u>Delaware</u> | <u>N.Q. NS.</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange:

3. a. Name of the surviving corporation: Stratus Networks, Inc.

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:

At the Effective Time, Saturn Acquisition Company, Inc., a Delaware corporation ("Parent") shall be merged with and into Stratus Networks, Inc., an Illinois corporation and wholly-owned subsidiary of Parent (the "Company") and the separate corporate existence of Parent shall cease (the "Merger"). After the Merger, the Company shall continue as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation"). At the Effective Time, by virtue of the Merger and without any action on the part of any holders of any shares of either Parent or the Surviving Corporation, (i) each share of Parent

Article 4 cont.

common stock issued and outstanding immediately prior to the Effective Time shall be converted into and exchangeable for one fully paid and non-assessable share of common stock of the Surviving Corporation, and (ii) each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist.

5. The merger was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

| Name of Corporation: | By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20) | By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20. | By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20. |
|----------------------|--|--|---|
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

| Name of Corporation | Total Number of Shares Outstanding of Each Class | Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation |
|------------------------------------|--|--|
| ✓ Saturn Acquisition Company, Inc. | 82,300,125 | 82,300,125 |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated ✓ December 16, 2021
Month Day Year

 Any Authorized Officer's Signature
 Ted Mocarski, President
Name and Title (type or print)

Stratus Networks, Inc.
Exact Name of Corporation

Dated ✓ December 16, 2021
Month Day Year

 Any Authorized Officer's Signature
 Ted Mocarski, President
Name and Title (type or print)

Saturn Acquisition Company, Inc.
Exact Name of Corporation

DATE OF DEPOSIT

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

Dated _____
Month Day Year

 Any Authorized Officer's Signature

Name and Title (type or print)

Exact Name of Corporation

SEP 23 2024

Exhibit C
Management Biographies

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Darren Feder – CEO

Mr. Feder has a Bachelor of Arts degree from Rutgers University. Darren is currently the CEO of Stratus Networks since April 2023. Mr. Feder has 25 years in telecom and technology with significant background growing and leading organizations that design, sell, construct, operate and support digital infrastructure networks.

Darren has held senior executive positions with companies like Level 3, MCI and Metropolitan Fiber Systems (MFS), responsible for business units with >\$500 million in revenue and leading large organizations with regional, national and global responsibility.

For the 10 years prior to joining Stratus, Darren was an entrepreneur, the President of Skywire Networks, an internet and voice carrier in the New York City market. Darren was a founding member of Skywire. Skywire served over 26,000 business and residential customers, lighting over 2,000 buildings in 50 neighborhoods.

Ben Russell – CTO

Ben holds a degree in Telecommunications Management from Illinois State University. Mr. Russell has over 20 years in telecommunications and the computer networking industry.

Ben is the CTO at Stratus networks. He is responsible for all technology related to the organization (maintains backbone network, hires and coaches engineers for new product development and network improvements/augmentations). His experience spans municipal networks to Fortune 50 enterprises and crosses several sectors including Finance, Insurance, Education and Service Providers.

Mr. Russell is an active CCIE in Route/Switching with additional professional certifications including CCDP, VCNE, MEF SD-WAN and MEF-CECP.

Ben has written exam questions and lab scenarios as a Subject Matter Expert for Cisco's CCNA/CCNP and CCIE programs for over ten years.

Bruce Skellie – CFO

Bruce started as the Chief Financial Officer at Stratus Networks in January 2024. Bruce resides in the Albany, New York area and attended Le Moyne College in Syracuse, New York majoring in accounting.

Bruce spent the last 12 years working at FirstLight Fiber, Inc. as the Chief Accounting Officer and Treasurer along with other various finance roles. He was a member of the Senior Team helping FirstLight grow both organically and through M&A. Prior to that, he spent a few years

as the Controller of a manufacturing Company in Upstate New York and started his career in Public Accounting working as an auditor.

Exhibit D
Proposed Tariff

DATE OF DEPOSIT

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Stratus Networks, Inc.
COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
Regulations and Schedule of Charges
Business and Residential Customers**

Stratus seeks authority to offer local exchange services throughout the services areas of Verizon Pennsylvania LLC, Verizon North LLC, Brightspeed of Pennsylvania, LLC, Consolidated Communications of Pennsylvania Company, Commonwealth Telephone Company d/b/a Frontier Communications, Commonwealth Telephone Company and Windstream Pennsylvania LLC.

This Tariff Establishes Rates and Regulations for Local Exchange Service

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Stratus Networks, Inc.
416 N. Main Street, Suite 601
Peoria, IL 61602

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

Issued:

**Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602**

Effective:

LIST OF MODIFICATIONS

DATE OF DEPOSIT

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued:

Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602

Effective:

CHECK SHEET

Sheets 1 through 102 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | PAGE | REVISION | PAGE | REVISION |
|------|----------|------|----------|------|----------|
| 1 | Original | 30 | Original | 59 | Original |
| 2 | Original | 31 | Original | 60 | Original |
| 3 | Original | 32 | Original | 61 | Original |
| 4 | Original | 33 | Original | 62 | Original |
| 5 | Original | 34 | Original | 63 | Original |
| 6 | Original | 35 | Original | 64 | Original |
| 7 | Original | 36 | Original | 65 | Original |
| 8 | Original | 37 | Original | 66 | Original |
| 9 | Original | 38 | Original | 67 | Original |
| 10 | Original | 39 | Original | 68 | Original |
| 11 | Original | 40 | Original | 69 | Original |
| 12 | Original | 41 | Original | 70 | Original |
| 13 | Original | 42 | Original | 71 | Original |
| 14 | Original | 43 | Original | 72 | Original |
| 15 | Original | 44 | Original | 73 | Original |
| 16 | Original | 45 | Original | 74 | Original |
| 17 | Original | 46 | Original | 75 | Original |
| 18 | Original | 47 | Original | 76 | Original |
| 19 | Original | 48 | Original | 77 | Original |
| 20 | Original | 49 | Original | 78 | Original |
| 21 | Original | 50 | Original | 79 | Original |
| 22 | Original | 51 | Original | 80 | Original |
| 23 | Original | 52 | Original | 81 | Original |
| 24 | Original | 53 | Original | 82 | Original |
| 25 | Original | 54 | Original | 83 | Original |
| 26 | Original | 55 | Original | 84 | Original |
| 27 | Original | 56 | Original | 85 | Original |
| 28 | Original | 57 | Original | 86 | Original |
| 29 | Original | 58 | Original | 87 | Original |

DATE OF DEPOSIT

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued:

Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602

Effective:

CHECK SHEET (Cont'd)

| PAGE | REVISION | PAGE | REVISION | PAGE | REVISION |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| 88 | Original | | | | |
| 89 | Original | | | | |
| 90 | Original | | | | |
| 91 | Original | | | | |
| 92 | Original | | | | |
| 93 | Original | | | | |
| 94 | Original | | | | |
| 95 | Original | | | | |
| 96 | Original | | | | |
| 97 | Original | | | | |
| 98 | Original | | | | |
| 99 | Original | | | | |
| 100 | Original | | | | |
| 101 | Original | | | | |
| 102 | Original | | | | |

DATE OF DEPOSIT

SEP 23 2024

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Issued:

**Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602**

Effective:

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DATE OF DEPOSIT

SEP 23 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued:

Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602

Effective:

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | |
|---|--|
| D | Delete or Discontinue |
| I | Change Resulting in an Increase to a Customer's Bill |
| M | Moved From Another Tariff Location |
| N | New |
| R | Change Resulting in a Reduction to a Customer's Bill |
| T | Change In Text or Regulation but no Change in Rate or Charge |

Issued:
Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602

Effective:

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. PAPUC cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine 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).

DATE OF DEPOSIT

SEP 23 2024

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on 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 sheet is the most current on file with the PAPUC.

Issued:

**Issued by: Tyler Evans
VP, Operations
416 N. Main Street, Suite 601
Peoria, IL 61602**

Effective:

APPLICATION OF TARIFF

The regulations and schedules of charges in this tariff govern the furnishing of local telephone service and facilities by Stratus Network, Inc., hereafter referred to as the Company within the service areas of Verizon Pennsylvania LLC, Verizon North LLC, Brightspeed of Pennsylvania, LLC, Consolidated Communications of Pennsylvania Company, Commonwealth Telephone Company d/b/a Frontier Communications, Commonwealth Telephone Company and Windstream Pennsylvania LLC as identified in their respective tariffs.

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

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

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

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

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: The Pennsylvania Public Utilities Commission.

Company: Stratus Networks, Inc., the issuer of this tariff.

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

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

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

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

ILEC: Incumbent Local Exchange Company.

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DEFINITIONS (CONT'D)

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United 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.

Local Exchange Carrier or (LEC): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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

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

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records. Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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DEFINITIONS (CONT'D)

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

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

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

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

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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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 State of Pennsylvania.

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

2.1.2 Shortage of Equipment or Facilities

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

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

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Where a term longer than one month has been specified herein, or in applicable contracts, the initial term will automatically renew for successive one (1) year periods (or as otherwise identified in an applicable contract), unless the Customer notifies the Company in writing of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term, or unless the Company has already provided notice of its intent to terminate the Agreement.

In the event such an automatic contract renewal is determined to be unenforceable due to applicable state or federal law, the customer will revert to a month-to-month arrangement upon expiration of the initial term at rates specified herein. If month-to-month rates are not available under this tariff, the month-to-month rates charged for the expired term arrangement will equal 1.25 times the monthly rates charged for the service prior to the expiration of the term.

- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 of this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including 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

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer- provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.E as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

- J. Directory Errors - Company 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 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.

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

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

2.1.7.1 General

- A. The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).
- B. Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.
- C. 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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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2.1.7.2 Regulations

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

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2.1.7.2 Regulations (Cont'd)

- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the AII database.
- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2.1.7.2 Regulations (Cont'd)

- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

2.1.8 Non-routine Installation

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

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REGULATIONS (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. Charges for special construction will be developed on an individual case basis (ICB). ICB contracts will be filed with the Commission upon request. Special construction is that construction undertaken:

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

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.11 Pennsylvania Telecommunications Relay Service

A. General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned- telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239, where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. Surcharge

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

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

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.11 Pennsylvania Telecommunications Relay Service (Cont'd)

B. 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 July 1, 2009.

Per residence access line, per month \$0.08

Per business access line, per month \$0.08

C. Rates

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

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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 Pennsylvania Public Utilities Commission regulations, policies, orders, and decisions.
- 2.2.3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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REGULATIONS (CONT'D)

2.2 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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REGULATIONS (CONT'D)

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

2.3.1 **General (Cont'd)**

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

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 for:

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

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

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REGULATIONS (CONT'D)

2.4 **Customer Equipment and Channels**

2.4.1 **General**

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

2.4.2 **Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.

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

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REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

2.4.4 Inspections

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

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REGULATIONS (CONT'D)

2.5 **Payment Arrangements**

2.5.1 **Payment for Services**

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.2 **Billing and Collection of Charges**

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

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REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A late payment charge of 1.25% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance carried forward to the next month's bill. Payment sent to the Company by mail must be received by the due date to avoid a late payment charge.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

2.5.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, that advanced payment may be required for construction of facilities, furnishing special equipment, or temporary service for short term use. The Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

When the Company determines an applicant is a credit risk or when the credit of an existing Customer has become doubtful, a Deposit may be required as security for the payment of future bills for service in accordance with the Company's written procedures for determining credit status. The Deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.

After service has been established and credit history and treatment demonstrates that the original deposit is not sufficient to safeguard the interests of the Company, the Company may require an adjustment of the Deposit not exceeding the local service and toll charge average for a two (2) month period.

Deposits will be returned to depositors who shall have paid promptly undisputed bills during a period of twelve (12) consecutive months. When service is terminated, any balance of the Deposit including accrued interest remaining after deduction of all sums due the Company will be returned to the Customer. Interest is paid on residential Deposits at a rate calculated pursuant to 52 PA Code §64.41.

This tariff is in compliance with the regulations set forth in 52 PA Code Chapter 64, "Standards & Billing Practices for Residential Telephone Services."

2.5.5 Disconnection of Service

A. Upon non-payment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with 52 Pennsylvania Code §§64.61-64.63 discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms and conditions for furnishing service the Company may, be giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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REGULATIONS (CONT'D)

2.5 **Payment Arrangements (Cont'd)**

2.5.6 **Cancellation of Application for Service**

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge as specified in Section 4 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.
- C. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described herein will be calculated and applied on a case-by- case basis.

2.5.7 **Changes in Service Requested**

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

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REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.8 Duplicate Invoice Charges

A Duplicate Invoice Charge of \$25.00 will be applied on a per invoice basis to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company, within 15 days of the issuance of the bill, that the original bill was not received. If a Customer or the Customer's representative, thereafter, requests additional copies of bills, a charge will apply for each requested bill.

2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;

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REGULATIONS (CONT'D)

2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.1 Limitation on Allowances (Cont'd)

- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company. When service is interrupted for a period of at least twenty-four (24) hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

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REGULATIONS (CONT'D)

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

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

2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus

2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus

2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then- current term commitment;

2.8 Transfers and Assignments

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

2.8.1 to any subsidiary, parent company or affiliate of the Company; or

2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.8.3 pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS (CONT'D)

2.9 **Notice and Communications (Cont'd)**

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

2.10 **Taxes, Surcharges and Fees**

- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

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REGULATIONS (CONT'D)

2.10 Taxes, Surcharges and Fees (Cont'd)

2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs

2.11 Disputed Bills

2.11.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

2.11.2 Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the PUC for resolution at Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120 (phone number: 1-800-692-7380)

2.11.3 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

2.13 Construction Charges and Other Special Charges

2.13.1 General

Construction charges, where applicable, are in addition to the established nonrecurring charges and monthly rates for the furnishing of service to the Customer.

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REGULATIONS (CONT'D)

2.13 Construction Charges and Other Special Charges (Cont'd)

2.13.2 Construction on Public Highways or Other Easements

The normal method of constructing distribution facilities, i.e., aerial or underground, will be determined by the Company or its underlying carrier according to the conditions in each case, except as provided for under "Extensions to Serve New Customers" in 2.13.4(A) following.

The ownership of poles used in the provision of telephone service is vested either in the Company, its underlying carrier, or in some other company with which the Company or its underlying carrier has a joint use agreement.

Normally, no charges apply for extending telephone plant along public roads, highways, rights-of-way or easements, except for Conditions Involving Special Consideration.

2.13.3 Construction on Private Property

A. Service Entrance Facilities

1. Charge Treatment for Construction Required for Changes to Existing Service Entrance Facilities

a. Change in Aerial Service Connection

Where it is necessary to remove or relocate the pole at which an aerial service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

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REGULATIONS (CONT'D)

2.13 **Construction Charges and Other Special Charges (Cont'd)**

2.13.2 Construction on Private Property

b. Change in Underground Service Connection

Where it is necessary to remove or relocate the manhole at which an underground service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for the change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

c. Change from Aerial to Underground or Underground to Aerial Construction at the Customer's request.

The charge treatment is based on cost plus, in all cases, the charge applicable to a new service connection of the facilities.

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REGULATIONS (CONT'D)

2.13 Construction Charges and Other Special Charges (Cont'd)

2.13.3 Construction on Private Property (Cont'd)

B. Construction Required for Service to An Additional Termination Point (ATP)

1. General

- a. A Customer's main telephone billing number must terminate at the Customer's Rate Demarcation Point (RDP). A Customer's RDP and ATP must be located on the same property. Only supplemental services, billed to the main billing number or billed separately to the same Customer at the same address, may be terminated at an ATP.
- b. A Customer may request multiple ATPs on the same or different floors in a single or multi-tenant building, or in the same or different buildings on a single or multi-tenant campus.
- c. If a Customer desires to have services terminated at an ATP, it is the Customer's responsibility to inform the Company that the service is to be terminated at the ATP. If the Customer fails to fulfill this responsibility, the requested installations of the network services will be terminated at the Customer's RDP.
- d. Eighty-five (85) percent of the cable capacity used to establish an ATP will be available for assignment of network facilities.
- e. The minimum size cable installed to provide service to an ATP will have a capacity of 100 pairs.
- f. A subsequent Customer, other than the Customer charged for the construction of the ATP at a location where an ATP exists, and choosing to have network services assigned to the ATP, will be charged an ICB charge.

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REGULATIONS (CONT'D)

2.13 **Construction Charges and Other Special Charges (Cont'd)**

2.13.3 Construction on Private Property (Cont'd)

B. Construction Required for Service to An Additional Termination Point (ATP)
(Cont'd)

2. Charge Treatment for Construction Required for Service to an ATP
 - a. Construction of an ATP will be on an ICB basis.
 - b. Charges based on cost apply to the construction of an ATP and are developed on the individual circumstances in each case.
 - c. The cost of an ATP includes Company-provided maintenance, up to and including the NI.
 - d. Reinforcement of ATP facilities will be at the Customer's expense.
 - e. Charges for changes in aerial or underground service connections to an ATP are in accordance with this Section.

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REGULATIONS (CONT'D)

2.13 Construction Charges and Other Special Charges (Cont'd)

2.13.4 Construction on Private Property (Cont'd)

C. Maintenance and Repair

Circuits on private property, up to and including the RDP, are maintained and replaced at the expense of the Company except that:

1. Where repair or replacements are made necessary by damages caused by the Customer, his/her employees or representatives, or by water freezing in improperly drained conduit, or by any other circumstances over which the Customer has control, he/she will be required to bear the expense of the repairs or replacement, or if he/she desires, service will be established by means of the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of the facilities also applies.
2. Where wire is buried in a trench provided by the Customer, and the Customer renders access to the circuits unusually expensive, e.g., lays a concrete walk or driveway over the circuits or places expensive shrubbery over them, he/she will be required to bear the unusual expense incurred in opening and closing the trench in connection with maintenance of the circuits, or if he/she desires, the Company will establish service by means of the normal method of construction at the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of facilities also applies.
3. In connection with wire buried by the Company, where repairs or replacements are made necessary under circumstances similar to those in the preceding paragraph, such repairs or replacements will be made by the most practicable method, i.e., buried or aerial, as the case may be. If the most practicable method is aerial and the Customer desires underground, he/she must open and close the trench. Except where the customer opens and closes the trench, the charge applicable to a new service connection of the facilities also applies.

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DESCRIPTION OF SERVICE

3.1 General

The Company will provide Local Exchange Service in the State of Pennsylvania as specified herein. The Company will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies. Unless otherwise indicated, the service descriptions and rates provided herein apply to Resale Local Exchange Services and Facilities-Based Local Exchange Services

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon Pennsylvania LLC

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|---|
| 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, Holidaysburg, 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 |
| 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 |
| Bellwood | Altoona, Bellwood, Tyrone |
| Berwick | Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.) |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| 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) |
| 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 |
| 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 |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| 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 |
| Claysville | Claysville, Washington, West Alexander |
| 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, |
| 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, Perkasie, Plumsteadville, Quakertown, Souderton |

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3.2. Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| DuBois | Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville |
| Eagle | Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester |
| Easton | Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy |
| East Palestine | East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.) |
| Ebensburg | Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North) |
| Eldred | Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport |
| Elizabeth | Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11 |
| Ellwood City | Beaver Falls, Ellwood City, New Castle, Portersville (CenturyLink), Wampum, Zelienople |
| Elysburg | Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury |
| Endeavor | Endeavor, Tidioute, Tionesta |
| Exton | Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown |
| Fairchance | Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown |
| Farmington | Farmington, Uniontown |
| Fayette City | Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis |
| Finleyville | Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12 |
| Fleetwood | Fleetwood, Kutztown, Leesport (Commonwealth Tel.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Topton (The Conestoga Tel. and Tel. Co.) |
| 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 |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| Galeton | Galeton |
| Girardville | Ashland, Frackville, Girardville, Mahanoy City, Shenandoah |
| Glen Campbell | Barnesboro, Cherry Tree, Glen Campbell |
| Glenmoore | Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (The Conestoga Tel. and Tel. Co.), Glenmoore, Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg, Pughtown, West Chester |
| Glenwillard | Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16 |
| Green Lane | Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasio, 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 |
| Hamlin | Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack |
| Harleysville | Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasio, 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 |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| Hawley | Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack |
| Hazleton | Conyngham-Drums (Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Commonwealth Tel.), Weatherly, White Haven |
| Hellertown | Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown |
| Herminie | Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23 |
| Hollidaysburg | Altoona, Cresson, Hollidaysburg |
| Homer City | Black Lick, Blairsville, Homer City, Indiana |
| Honesdale | Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North- Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.) |
| Honey Brook | Coatesville, Downingtown, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg |
| Hookstown | Aliquippa, Beaver Falls, Chester, W. Va. (Verizon - W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry |
| Houtzdale | Clearfield, Houtzdale, Osceola Mills, Philipsburg |
| Hummelstown | Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North) |
| Huntingdon | Alexandria, Huntingdon, Marklesburg (CenturyLink), McConnellstown (CenturyLink), Mount Union |
| Imperial | Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15 |
| Indiana | Black Lick, Blairsville, Clymer, Elderton (Windstream), Homer City, Indiana, Marion Center, Parkwood |
| Jeannette | Greensburg, Harrison City (Windstream), 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) |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| Kennett Square | Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE) |
| Kingston | Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming |
| Kulpmont | Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin |
| Kutztown | Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Tipton (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 |
| 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.) |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| Lenape | Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, |
| Lewistown | Belleville (CenturyLink), Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal (CenturyLink), Reedsville (CenturyLink) |
| Ligonier | Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.) |
| Line Lexington | Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 45, Souderton |
| Lock Haven | Avis, Beech Creek (CenturyLink), Jersey Shore, Lock Haven, Mill Hall (CenturyLink), Woolrich |
| Lords Valley | Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack |
| Lowellville | Bessemer, Hubbard, O. (AMERITECH, O.), Lowellville, Lowellville, O. (AMERITECH, O.), New Castle, North Lima, O. (AMERITECH, O.), Youngstown, O. (AMERITECH, O.) |
| Ludlow | Kane, Ludlow |
| Mahaffey | Mahaffey, Curwensville |
| Mahanoy City | Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua |
| Marchand | Marchand, Punxsutawney |
| Marienville | Leeper, Marienville |
| Marion Center | Indiana, Marion Center |
| Masontown | Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown |
| McAdoo | Freeland, Hazleton, McAdoo, Tamaqua, Weatherly |
| McClellandtown | Fairchance, Masontown, McClellandtown, Smithfield, Uniontown |
| McDonald | Burgettstown, Canonsburg, Imperial, McDonald, Midway (Windstream), Oakdale, Pitb. Subn. Zone 13 |
| McMurray | Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13 |
| McVeytown | Lewistown, McVeytown |
| Mechanicsburg | Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg |
| Mendenhall | Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE) |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| 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 |
| Millville | Bloomsburg, Millville, Washingtonville |
| Milton | Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsonstown (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 |
| Mount Carmel | Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin |
| Mount Gretna | Annville, 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, McConnellsburg (CenturyLink), Mount Union |
| Nanticoke | Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre |
| Nazareth | Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth |
| Nesquehoning | Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| New Castle | Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum |
| New Florence | Bolivar, Johnstown, New Florence, Seward |
| Newfoundland | Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack |
| New Hope | Buckingham, Carversville, Doylestown, Lambertville, NJ (Verizon – NJ), New Hope, Newtown, Plumsteadville, Wycombe, Yardley |
| New Kensington | New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum |
| New Philadelphia | Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua |
| New Salem | Brownsville, New Salem, Republic, Uniontown |
| Newtown | Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley |
| Northampton | Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington |
| Northumberland | Danville, Milton, Northumberland, Sunbury |
| North Wales | Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton |
| Numidia | Bloomsburg, Catawissa, Elysburg, Numidia |
| Oakdale | Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14 |
| Olyphant | Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor |
| Orwigsburg | Auburn (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven |
| Osceola Mills | Clearfield, Houtzdale, Osceola Mills, Philipsburg |
| Oxford | Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove |
| Palmyra | Annville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra |
| Paris | Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.) |
| Parkesburg | Atglen (Commonwealth Tel.), Coatesville, Gap (Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove |
| Parkwood | Indiana, Parkwood |
| Patton | Altoona, Barnesboro, Carrolltown, Hastings, Patton |
| Pennsburg | Bally (The Conestoga Tel. and Tel. Co.), Green Lane, Pennsburg, Perkasie, Quakertown, Sassamansville (The Conestoga Tel. and Tel. Co.), Souderton |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only; herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|---|
| 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 |
| 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, Perkasie, 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), Tipton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.) |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| 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.), Hellenown, 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 |
| 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 |
| Slatington | Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| Smethport | Bradford, Eldred, Port Allegany, Rew, Smethport |
| Smithfield | Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown |
| Smiths Ferry | Chester, W. Va. (Verizon - W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry |
| Smock | Brownsville, Smock, Uniontown |
| Snow Shoe | Bellefonte, Frenchville, Snow Shoe |
| Souderton | Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton |
| Springdale | New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum |
| Spring Mills | Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College |
| Springtown | Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon - NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy |
| State College | Bellefonte, Boalsburg, Centre Hall, Port Matilda (Windstream), Spring Mills, State College |
| Strasburg | Gap (Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg |
| Stroudsburg | Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon - NJ) |
| Sugar Grove | Russell, Sugar Grove, Warren, Youngsville |
| Sunbury | Danville, Elysburg, Milton, Northumberland, Selinsgrove (Verizon North), Shamokin, Sunbury |
| Sykesville | DuBois, Luthersburg (Windstream), Reynoldsville, Sykesville |
| Tamaqua | Lakewood (Frontier Comm. - Lakewood), Lansford (Windstream), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua |
| Tarentum | New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum |
| Taylor | Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming |
| Tidioute | Endeavor, Tidioute, Tionesta, Warren |
| Tyrone | Altoona, Bellwood, Tyrone, Warriors Mark (Windstream) |
| Tionesta | Endeavor, Tidioute, Tionesta |
| Ulysses | Coudersport, Ulysses |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|-----------------------------|--|
| 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 |
| 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 |
| Westtown | Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown |
| White Haven | Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven |
| Wilkes-Barre | Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming |
| Williamsport | Jersey Shore, Loyalsock (Verizon North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon North), Williamsport |
| Winburne | Clearfield, Frenchville, Philipsburg, Winburne |

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3.2 Exchange Service Areas- Verizon Pennsylvania LLC (Cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for</i> |
|-----------------------------|--|
| 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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3.2 Exchange Service Areas- Verizon Pennsylvania, LLC - Philadelphia

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for</i> |
|--|--|
| Philadelphia Zone 1 Central Office Districts: Baldwin, Poplar, Regent, Locust, Market, Dewey, Pennypacker | Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4 |
| Philadelphia Zone 2 Central Office Districts: City-West, Overbrook, Eastwick, Saratoga, University City | Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24 |
| Philadelphia Zone 3 Central Office Districts: Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan) | Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34 |
| Philadelphia Zone 4 Central Office Districts: Fox Chase, Toresdale, Bustleton, Frankford, Mayfair | Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41 |

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3.2 Exchange Service Areas- Verizon Pennsylvania, LLC - Philadelphia Suburban (cont'd)

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|--|--|
| Chester Heights (Phil. Suburban Zone 10) | Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, |
| Chester (Phil. Suburban Zone 11) | Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly |
| Media (Phil. Suburban Zone 12) | Broomall-Newtown Square, Chester, Chester Heights, Media, |
| Swarthmore (Phil. Suburban Zone 13) | Broomall-Newtown Square, Chester, Darby-Ridley Park-Sharon |
| 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, |
| Havertown-Manoa (Phil. Suburban Zone 21) | Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. |
| Broomall-Newtown Square (Phil. Suburban Zone 22) | Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown- |
| Cynwyd-Narberth (Phil. Suburban Zone 23) | Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. |
| 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, |
| Valley Forge (Phil. Suburban Zone 29) | Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, |
| Norristown (Phil. Suburban Zone 30) | Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, |
| Conshohocken (Phil. Suburban Zone 31) | Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, |

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3.2 Exchange Service Areas- Verizon Pennsylvania, LLC - Philadelphia Suburban (cont'd)

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|--|--|
| Flourtown (Phil. Suburban Zone 32) | Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, |
| Ambler (Phil. Suburban Zone 33) | Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North |
| 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. |
| Willow Grove (Phil. Suburban Zone 38) | Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, |
| Hatboro (Phil. Suburban Zone 39) | Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, |
| Feasterville-Churchville (Phil. Suburban Zone 40) | Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, |
| Eddington-Cornwells Heights (Phil. Suburban Zone 41) | Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, |
| Bristol (Phil. Suburban Zone 42) | Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, |
| Langhorne (Phil. Suburban Zone 43) | Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, |
| Levittown (Phil. Suburban Zone 44) | Bristol, Langhorne, Levittown, Morrisville, |
| Warrington (Phil. Suburban Zone 45) | Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville. Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon Pennsylvania, LLC – Pittsburgh

| <i>Originating Exchange</i> | <i>Local Calling Area Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</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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3.2 Exchange Service Areas- Verizon Pennsylvania, LLC – Pittsburgh

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i> |
|---|---|
| Bethel Park (Pitt. Sub. 12) | Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills |
| Bridgeville (Pitt. Sub. 13) | Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale |
| Carnegie (Pitt. Sub. 14) | Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale |
| Coraopolis (Pitt. Sub. 15) | Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial |
| Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19) | East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale |
| Glenshaw (Pitt. Sub. 18) | Fox Chapel, Glenshaw, Millvale, Perrysville |
| Irwin (Pitt. Sub. 23) | Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream), Hermine, Jeannette |
| McKeesport (Pitt. Sub. 10) | McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead |
| Monroeville (Includes Turtle Creek) (Pitt. Sub. 22) | Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills |
| Oakmont (Pitt. Sub. 20) | East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum |
| Penn Hills (Pitt. Sub. 21) | Braddock, Export, Monroeville, Oakmont-Penn Hills |
| Perrysville (Pitt. Sub. 17) | Bellevue, Glenshaw, Perrysville, Wexford |
| Pleasant Hills (Pitt. Sub. 11) | Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills |
| Sewickley (Pitt. Sub. 16) | Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon North LLC

| <i>Originating Exchange</i> | <i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North LLC unless otherwise noted.</i> |
|-----------------------------|---|
| 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 |
| 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 |
| 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 |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon North LLC

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North LLC unless otherwise noted.</i> |
|-----------------------------|---|
| 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 |
| 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 |
| 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 |

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DESCRIPTION OF SERVICE (CONT'D)

3.2 Exchange Service Areas- Verizon North LLC

| Originating Exchange | Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North LLC unless otherwise noted.</i> |
|-----------------------------|---|
| 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 | Brogue, Loganville, York |
| Robesonia | Bernville, Womelsdorf, Reading |
| Rockwood | Berlin, Confluence, Meyersdale, Somerset |
| Sabinsville | Westfield |
| Salisbury | Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.) |
| Saltsburg | Avonmore |
| Sayre | Waverly, NY (Verizon – NY) |
| Schaefferstown | Myerstown, Womelsdorf, Lebanon |
| Selinsgrove | Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury |
| Selinsgrove – Shamokin Dam | Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury |
| Seward | Johnstown, New Florence |
| Shellsville | Jonestown, Harrisburg Zone 1, Hummelstown, Hershey |
| Shohola | Barryville, NY (Verizon – NY), Milford/Log Tavern |
| Somerset | Berlin, Boswell, Rockwood, Stoystown |
| South Fork | Beaverdale, Johnstown |
| Spartansburg | Corry, Lincolnville, Titusville, Townville (Windstream) |
| Spring Grove | Hanover (CenturyLink), Jefferson, York |
| Stewartstown | Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only) |
| Stoystown | Berlin, Boswell, Hooversville, Somerset |
| 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 |
| Windber | Central City, Johnstown |
| Womelsdorf | Bernville, Myerstown, Robesonia, Schaefferstown, Reading |
| Wrightsville | Red Lion, York, Columbia (CenturyLink) |
| York | Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville |

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DESCRIPTION OF SERVICE (CONT'D)

3.3 **Basic Local Service Offerings**

3.3.1 **Residential Local Exchange Service**

Residential Local Exchange Service provides the Customer with a single, analog, voice- grade telephonic communications channel which can be used to place or receive one call at a time. Residential Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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3.3 Basic Local Service Offerings (Cont'd)

3.3.2 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer- provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

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3.3 **Basic Local Service Offerings (Cont'd)**

3.3.3 PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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3.3 **Basic Local Service Offerings (Cont'd)**

3.3.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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DESCRIPTION OF SERVICE (CONT'D)

3.4 Optional Calling Features

3.4.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

3.4.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming

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DESCRIPTION OF SERVICE (CONT'D)

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

- E. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

- F. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

- G. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

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DESCRIPTION OF SERVICE (CONT'D)

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- G. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

- H. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing- First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

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DESCRIPTION OF SERVICE (CONT'D)

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- I. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

- J. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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DESCRIPTION OF SERVICE (CONT'D)

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- K. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- L. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- M. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- N. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- O. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- P. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy

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3.4 **Optional Calling Features (Cont'd)**

3.4.3 Caller ID Blocking

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

- A. Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or
- B. Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

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

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3.4 Optional Calling Features (Cont'd)

3.4.3 Caller ID Blocking (Cont'd)

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

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

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DESCRIPTION OF SERVICE (CONT'D)

3.5 Directory Assistance and Listing Services

3.5.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Residential customers have a four (4) free call allowance per line per month.

3.5.2 Directory Listings

A. General

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

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings

B. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

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

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3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings (Cont'd)

C. Nonlisted Service

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

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

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

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3.6 Local Operator Services

3.6.1 Local Operator Handled Calling Services are provided to Customers and Users of Company- provided Exchange Access Service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges.

3.6.2 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available

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DESCRIPTION OF SERVICE (CONT'D)

3.6 Local Operator Services (Cont'd)

3.6.3 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

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3.6. Local Operator Services (Cont'd)

3.6.4 Busy Line Verification and Line 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. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

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.

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DESCRIPTION OF SERVICE (CONT'D)

3.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64 Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels. PRI supports 1+, 0+, 7 digit and 10 digit IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Subscribers to direct InterLATA voice, data and video over the Public Switched Telephone Network to the pre-subscribed IXC carrier of their choice, as well as 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Subscribers are able to link up 20 DS-1s together, providing a maximum of 479 64Kbps B Channels controlled by a single D (signaling) channel.

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RATES

4.1 Application of Rates and Charges

All services offered in this tariff are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

4.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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RATES (Cont'd)

4.1 **Application of Rates and Charges (Cont'd)**

4.1.2 Distance Calculations

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

A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide, associated with each NPA-NXX combination .

B. The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers;

and the difference between the two "H" coordinates. Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

C. The formula for distance calculations is:

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RATES (Cont'd)

4.1 Application of Rates and Charges (Cont'd)

4.1.3 Rate Periods for Time of Day Sensitive Services

- A. For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

| | MON | TUES | WED | THUR | FRI | SAT | SUN |
|----------------------------|---------------------------|------|-----|------|-----|-----|-----|
| 8:00 AM TO 5:00 PM* | DAYTIME RATE PERIOD | | | | | | |
| 5:00 PM TO 11:00 PM* | EVENING RATE PERIOD | | | | | | EVE |
| 11:00 PM TO 8:00 AM* | NIGHT/WEEKEND RATE PERIOD | | | | | | |

*Up to but not including

- B. Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- C. For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

| | |
|------------------|-----------------------|
| New Year's Day | January 1 |
| Memorial Day | As Federally Observed |
| Independence Day | July 4 |
| Thanksgiving Day | As Federally Observed |
| Christmas Day | December 25 |

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4.1 Application of Rates and Charges (Cont'd)

4.1.4 Discounted Pricing Plans

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4.2 Service Charges and Surcharges

4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

| | <u>Business</u> | <u>Residential</u> |
|--|-----------------|--------------------|
| Connect new or additional access lines | \$58.56 | \$28.25 |
| For moves, changes or additions | \$20.19 | \$16.00 |
| Record type change | \$16.15 | \$10.50 |
| Change of existing CO access line | \$6.06 | \$5.00 |

4.2.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

| | <u>Business</u> | <u>Residential</u> |
|--------------------|-----------------|--------------------|
| Per Premises Visit | \$19.18 | \$14.50 |

4.2.3 Restoration of Service

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

| | <u>Business</u> | <u>Residential</u> |
|--------------|-----------------|--------------------|
| Per Occasion | \$19.18 | \$14.50 |

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4.3 Basic Local Service Rates

4.3.1 Residential Local Exchange Service

A. Monthly Recurring Charges

The following charges apply to Residential Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Customers receive unlimited calling within their local calling area.

| | |
|---------------|---------------------------|
| Local Service | <u>Monthly</u> \$18.00 |
|---------------|---------------------------|

4.3.2 Business Local Exchange Service Lines

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Customers receive unlimited calling within their local calling area.

| | |
|---------------|---------------------------|
| Local Service | <u>Monthly</u> \$30.00 |
|---------------|---------------------------|

4.3.3 PBX Trunk Service

A. Trunk Charges

The following charges apply to PBX Trunk Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Customers receive unlimited calling within their local calling area.

| | |
|---------------|---------------------------|
| Local Service | <u>Monthly</u> \$50.00 |
|---------------|---------------------------|

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4.3 Basic Local Service Rates (Cont'd)

4.3.3 PBX Trunk Service (Cont'd)

B. Direct Inward Dialing (DID) Service

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this tariff. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

| | Installation Charge | Monthly Recurring |
|---|---------------------|-------------------|
| Establish Trunk Group and Provide | | |
| 1st Block of 20 DID Numbers | \$400.00 | \$20.00 |
| | | |
| Each Additional Block of 20 DID Numbers | \$20.19 | \$20.00 |

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4.4 Optional Calling Features

4.4.1 Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

| Optional Calling Features | Residential | Business |
|---|-------------|-----------|
| Three Way Calling | \$0.75 | \$0.75 |
| Calling Return | \$0.75 | \$0.75 |
| Repeat Dialing | \$0.75 | \$0.75 |
| Call Tracing (Per successful trace; nonsubscription) | \$1.00 | \$1.00 |
| Calling Number Delivery Blocking, Per Call | No Charge | No Charge |

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4.4 Optional Calling Features (Cont'd)

4.4.2 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

| Optional Calling Features (Group 1) | Business | Residential |
|---|----------|-------------|
| Call Waiting | \$7.65 | \$4.59 |
| Call Forwarding Variable | \$2.69 | \$2.30 |
| Three Way Calling | \$2.66 | \$2.30 |
| Speed Calling (8-code) | \$2.69 | \$2.30 |
| Speed Calling (30-code) | \$3.84 | \$3.43 |
| Call Forwarding Busy Line | \$2.60 | \$2.00 |
| Call Forwarding Don't Answer | \$2.60 | \$2.00 |
| Call Block | \$6.06 | \$4.04 |
| Call Return | \$6.00 | \$4.00 |
| Repeat Dialing | \$6.00 | \$2.00 |
| Preferred Call Forwarding | \$6.06 | \$4.04 |
| Remote Access-Call Forwarding Variable | \$7.00 | \$5.00 |
| | | |
| Multiple Directory Number Distinctive Ringing - First | \$6.50 | \$4.50 |
| Multiple Directory Number Distinctive Ringing - Two | \$6.50 | \$4.50 |
| Caller ID - Basic | \$8.50 | \$6.55 |
| Caller ID - Deluxe (with ACR) | \$9.50 | \$7.50 |
| Remote Call Forwarding ¹ | \$15.59 | \$14.66 |

¹ NRC for Remote Call Forwarding is \$20.19 and \$16.00 for business and residential accounts, respectively.

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4.5 Directory Assistance and Listing Services

4.5.1 Directory Assistance Service

| | Residential | Business |
|--------------------------------|-------------|----------|
| Each Directory Assistance Call | \$1.25 | \$0.50 |
| Calling Return | \$0.50 | \$0.50 |

4.5.1 Directory Listing

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

| | <u>Business</u> | <u>Residential</u> |
|-------------------------|-----------------|--------------------|
| Each Additional Listing | \$1.05 | \$0.56 |

B. Nonpublished Service

There is a monthly charge for each nonpublished service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

| | <u>Business</u> | <u>Residential</u> |
|---|-----------------|--------------------|
| Nonpublished Service charge, per month: | \$1.05 | \$0.56 |

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RATES (Cont'd)

4.5 Directory Assistance and Listing Services

4.5.1 Directory Listing (Cont'd)

C. Nonlisted Service

There is a monthly charge for each nonlisted service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

| | | |
|--------------------------------------|-----------------|--------------------|
| | <u>Business</u> | <u>Residential</u> |
| Nonlisted service charge, per month: | \$0.85 | \$0.85 |

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4.6 Local Operator Assisted Services

The per call charges below are in addition to any other applicable usage charges identified in this tariff.

| | |
|--|--------|
| Customer Dialed Calling/Credit Card | \$0.95 |
| Operator Dialed Calling/Credit Card | \$2.50 |
| Operator Station | |
| Billed Collect | \$2.50 |
| Billed to Third Party | \$2.50 |
| Billed to Line | \$2.50 |
| Person-to-Person | \$4.50 |
| Busy Line Verification and Line Interrupt Service: | |
| Per Busy Line Verification, Per Call | \$2.50 |
| Per Line Interruption, Per Call | \$5.00 |

4.7 ISDN PRI Service

| | <u>Monthly Recurring Charge</u> | <u>Nonrecurring Installation Charge</u> |
|----------------------------|---|---|
| Per ISDN Basic Exchange | | |
| Service Line | \$25.00 | \$25.00 |
| Circuit Switched Voice | \$25.00 | \$25.00 |
| Circuit Switched Data Only | \$25.00 | \$15.00 |
| High Speed Packet Switched | \$25.00 | \$25.00 |
| Low Speed Packet Switched | \$15.00 | \$15.00 |

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4.8 Toll Presubscription

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

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

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

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

4.8.2 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

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4.8 Toll Presubscription (Cont'd)

4.8.3 Presubscription Charge Application

A. End user choices for toll presubscription:

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

Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs

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

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

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

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

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

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4.8 Toll Presubscription (Cont'd)

4.8.4 End User Charge Discrepancy

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

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

B. Verification of Orders for Telemarketing

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

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4.8 Toll Presubscription (Cont'd)

4.8.5 PIC Switchback Option-Business/Residence

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

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

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

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

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4.8  Toll Presubscription (Cont'd)

4.8.6 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

| | Per business or residence <u>Line, trunk, or port</u> |
|---------------------------------|--|
| Initial Line, Trunk, or Port | \$5.00 |
| Additional Line, Trunk, or Port | \$5.00 |

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SPECIAL ARRANGEMENTS

5.1 Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

5.2 Special Assembly Arrangements

Services and arrangements shall occasionally be developed on Special Assembly basis in response to requests of the Customer for unique services or arrangements. Rates for Special Assembly arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Special Assembly rates will be offered to customers in writing and will be made available to similarly situated customers.

5.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed as a tariff supplement with a duration not to exceed six months in any rolling 12-month period which commences as of the effective date of the filed promotion.

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Exhibit E
Financial Information (*Filed under seal*)

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SUITE 1920
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UNITED STATES US

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COMMONWEALTH KEYSTONE BUILDING
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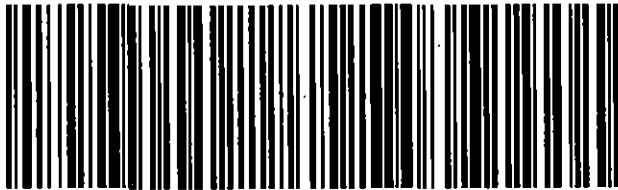
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