

PHILIP J. MACRES
PRINCIPAL
202.289.6956
PMACRES@KLEINLAWPLLC.COM

September 14, 2026

Via Electronic Mail

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street 2nd FL
Harrisburg, PA 17120

Re: Docket A-2026-3061783: *Talkie Communications, Inc. – Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania*

Dear Secretary Homsher:

On April 10, 2026, the undersigned on behalf of Talkie Communications, Inc. (“Talkie”), filed an *Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania* (“Application”) with the Pennsylvania Public Utilities Commission (“PA PUC”) which was also sent to the parties listed on the Certificate of Service to the Application, which is on PDF page 233 of Attachment A below.

As requested by Tedd Jean of the PA PUC on September 1, 2026, Talkie hereby submits its Certificate of Service demonstrating that its Application was served on the corrected email address for the Office of the Small Business Advocate to ra-sba@pa.gov.¹

If you have any questions on this filing, please let me know.

Respectfully submitted,



Philip J. Macres

Certificate of Service
Attachment A (Application)

¹ Talkie’s April 10, 2026 Application was originally emailed to nsabree@pa.gov.

CERTIFICATE OF SERVICE

I hereby certify that I have this day have caused to be served, via email, a true and correct copy of the Public Version of the foregoing Application dated April 10, 2026, upon the party listed below.

Service by Electronic Mail:

Office of Small Business Advocate
555 Walnut St
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

Respectfully,


Philip Macres

Dated: September 14, 2026

Attachment A

PHILIP J. MACRES
PRINCIPAL
202.289.6956
PMACRES@KLEINLAWPLLC.COM

April 10, 2026

Via Electronic Filing and Courier

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street 2nd FL
Harrisburg, PA 17120

Re: *Talkie Communications, Inc.* – Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania (PUBLIC VERSION)

Dear Secretary Homsher:

Enclosed for filing on behalf of Talkie Communications, Inc. (“Talkie”) please find an *Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania* (“Application”). As noted in the attached Application in Response to Question 9, Talkie is applying for the following categories of proposed operations: (1) Competitive Local Exchange Carrier; (2) Competitive Access Provider; (3) Interexchange Toll Reseller; and (4) Interexchange Toll Facilities-Based Carrier.

Please note that Exhibit 5 of this application contains Confidential Information, which has been redacted in the public version of this filing. The unredacted Confidential material is being submitted in paper form via courier (for Monday delivery) with the Company's request for confidential treatment, along with a check in the amount of \$250 for the application filing fee.

If you have any questions on this filing, please let me know.

Respectfully submitted,



Philip J. Macres

Enclosures

APPLICATION CHECK LIST

Please check the following list to make sure you have enclosed each and every item listed. Your application will not be processed until all items are received.

You will not have provisional authority to do business in Pennsylvania until you receive our acceptance letter.

- ☐ **One original of the Application, attachments and cover letter;**
- ☒ **A check for \$250.00 made payable to “Commonwealth of Pennsylvania;”**
- ☐ **Appropriate Department of State filing(s), in response to Question #5;**
- ☐ **Articles of Incorporation (if a corporation), in response to Question #5;**
- ☐ **Proposed Tariff(s), in response to Question #13;**
- ☐ **Tentative operating balance sheet and projected income statement, in response to Question #14;**
- ☒ **Certificate of Service evidencing Application was served upon appropriate parties, in response to Question #17;**
- ☒ **Original signed and notarized Affidavit, in response to #22. CLEC Applicants must include a listing of the 911 Coordinators notified by the Applicant;**
- ☒ **Original signed and notarized Verification Statement, in response to Question #23.**

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

The Commission certifies telecommunications carriers for four categories:

- ▶ Interexchange Toll Reseller
- ▶ Competitive Local Exchange Carrier
- ▶ Competitive Access Provider
- ▶ Interexchange Toll Facilities-Based Carrier

Please use the attached form to make your application. Please place all exhibits at the end of the application. If you retype the application, repeat the number and title of each item, following the original numbering scheme. Answer only those items that are applicable to your operations. Indicate skipped items as "not applicable."

To file an application with the Pennsylvania Public Utility Commission, **you must submit a signed and verified original** of your application and attachments with a check for \$250.00 made payable to the "Commonwealth of Pennsylvania," to the Commission's Secretary at the following address:

Secretary
Pa. Public Utility Commission
Commonwealth Keystone Building
400 North Street
Second Floor - Room N201
Harrisburg, PA 17120

If your answer to any of the items changes while your application is pending, or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to inform the Commission as to the specifics of the change. If you plan to cease doing business within the Commonwealth of Pennsylvania, you are under a duty to request approval from the Commission prior to ceasing business.

You may apply for more than one category of proposed operations in a single filing. To do so, you must separately identify and describe each category of proposed operations in your cover letter accompanying your application in response to Item Numbers 9, 10, 11, and 12 of Form 377. For multiple categories, your response to Item Numbers 10, 11, and 12 must each contain separate subparts, i.e., one subpart for each category of proposed operations.

Each category of proposed operations requires its own separate and distinct tariff. You must append a copy of all proposed tariffs to each original, duplicate original, and copy of Form 377.

Such related filings may be submitted as one filing pursuant to 52 Pa. Code § 1.34, for the compilation of filing fees. The filing fee is \$250.00 for any combination of related applications filed simultaneously and pursuant to these instructions.

**Application Form for Approval of Authority 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.

**Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Fax: N/A**

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.

Applicant has no predecessors, nor has Applicant operated under other names within the preceding five years.

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

Not Applicable for Pennsylvania

**Applicant's DC and FL Attorney is:
Philip J. Macres
Klein Law Group, PLLC
1250 Connecticut Ave. N.W.
Suite 700 PMB 5148
Washington, D.C. 20036
Office: (202) 289-6956
Mobile: (703) 346-4197
Email: pmacres@kleinlawpllc.com**

3. **CONTACTS:**

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

**Philip J. Macres
Klein Law Group, PLLC
1250 Connecticut Ave. N.W.**

Suite 700 PMB 5148
Washington, D.C. 20036
Office: (202) 289-6956
Mobile: (703) 346-4197
Email: pmacres@kleinlawpllc.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).

Andrew DeMatta
Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Email: Andrew.Demattia@talkiefiber.com
Fax: N/A

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.

Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Email: Andre.Demattia@talkiefiber.com

Alternate persons:

Andrew DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Email: Andrew.Demattia@talkiefiber.com
Fax: N/A

Philip J. Macres
Klein Law Group, PLLC
1250 Connecticut Ave. N.W.
Suite 700 PMB 5148

Washington, D.C. 20036
Office: (202) 289-6956
Mobile: (703) 346-4197
Email: pmacres@kleinlawpllc.com

4. FICTITIOUS NAME:

X The Applicant will not be using a fictitious name.

☐ The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

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

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

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

Registered Agent Office
Corporation Service Company ("CSC")
5235 North Front Street
Harrisburg, PA 17110

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

Applicant is a corporation and does not have partners. A list of Applicant's officers is provided below.

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

The Applicant is incorporated in the State of Maryland. See Exhibit 1 for Talkie Communications, Inc.'s Maryland Articles of Incorporation, Maryland Certificate of Name Change, and Certificate of Authority to Transact Business in Pennsylvania.

The Applicant is incorporated in the State of MARYLAND.

Give name and address of officers:

Andrew DeMattia, Chairman of the Board of Directors and Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Email: Andrew.Demattia@talkiefiber.com

Andre DeMattia, Vice-Chairman of the Board of Directors and Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543
Email: Andre.Demattia@talkiefiber.com

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.

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)

X 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:

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

(*) Talkie requests to provide these services on a detariffed basis.

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.

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

While Talkie's services will primarily be offered to residential and small business customers; however, where feasible opportunities arise, Talkie may offer underlying wholesale services to other carriers and develop tailored packages of telecommunications services..

While Talkie anticipates that it will primarily operate as a facilities-based provider, it also requests resold operating authority to ensure it is fully positioned to respond to prospective customer requests. As a facilities-based provider, Talkie will be deploying its Fiber-to-the-Home network, middle-mile network, and offering high-speed broadband services in Pennsylvania.

- 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.

Competitive Local Exchange Carrier - Applicant seeks authority to offer services throughout the Commonwealth of Pennsylvania (all Incumbent Local Exchange Carrier territories).

Competitive Access Provider - Applicant seeks authority to offer services throughout the Commonwealth of Pennsylvania.

Interexchange Carrier (Resold and Facilities-Based) - Applicant seeks authority to offer services throughout the Commonwealth of Pennsylvania.

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.

Talkie initially intends to market services as follows:

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

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

- **Exhibit 2 attached hereto is Applicant's proposed Competitive Local Exchange Tariff, Pa. PUC Telephone Tariff No. 1;**
- **Exhibit 3 attached hereto is Applicant;s proposed Switched Access Provider Tariff, Pa. PUC Telephone Tariff No. 2;**
- **Exhibit 4 attached hereto is Applicant's Competitive Access Provider Tariff, Pa. PUC Telephone Tariff No. 3.**
- **Applicant will provide Interexchange Services on a detariffed basis.**

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.

Talkie is well-qualified financially to operate in Pennsylvania. Talkie maintains nationwide consolidated balance sheets and income statements and will continue to do so in Talkie's first year of operations in Pennsylvania.

As demonstrated by Talkie's balance sheet, consolidated statements of operations, and consolidated statements of cash flows, along with auditor notes to the financial statements, contained in the attached Confidential Exhibit 5, Talkie possesses the requisite financial resources to provide all forms of resold and facilities-based interexchange and local exchange telecommunications services.

Talkie will maintain its records at 99 Talbot Boulevard Chestertown, MD 21620, and the custodian of Talkie's records and supporting documentation is:

**Andrew DeMattia, Co-CEO
99 Talbot Boulevard
Chestertown, MD 21620
Telephone: 844-582-5543**

- 15. START DATE:** The Applicant proposes to begin offering services on or about **December 2026 or early 2027.**
- 16. FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Talkie envisions no developments that render the instant Application preliminary and/or which forms any related proceeding before the Commission.

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

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

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

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

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

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

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

Talkie claims no particular status pursuant to the Federal Telecommunications Act of 1996.

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

Talkie, its affiliates, predecessors, and persons identified in this Application have not been convicted of a crime involving fraud or similar activity.

In Exhibit 6. Talkie identifies 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 it, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

- 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.

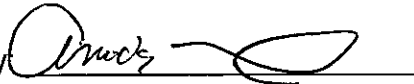
Talkie acknowledges and understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. Talkie further acknowledges that this Application is subject to 18 Pa. C.S. §§ 4903 and 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.

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

Dated this 10th day of April 2026.

Talkie Communications, Inc.

By 

Andre DeMattia
Co-CEO

AFFIDAVIT

State of Maryland :
: ss.
County of Kent County :

Andre DeMattia, Affiant, being duly sworn according to law, deposes and says that:

Affiant is the Co-CEO (Office of Affiant) of Talkie Communications, Inc. ("Talkie");

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

That Talkie, 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 Talkie, 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 Talkie, 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 or will be made 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.

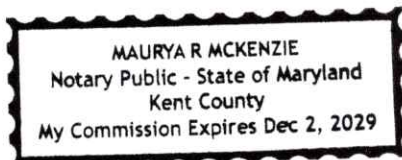


Signature of Affiant

Sworn and subscribed before me this 10th day of April, 2026.
Month Year



Signature of official administering oath



My Commission expires December 2nd, 2029

Verification

I, Andre DeMattia, 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).

April 10, 2026
Date


Signature

Signed by:

Andre DeMattia,
Co-CEO
Talkie Communications, Inc.

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

List of Exhibits

- | | |
|------------------|--|
| Exhibit 1 | Talkie Communications, Inc.’s (“Talkie”) Corporate Documents: Maryland Articles of Incorporation, Maryland Certificate of Name Change, and Certificate of Authority to Transact Business in Pennsylvania. |
| Exhibit 2 | Talkie’s Proposed CLEC Tariff: Pa. PUC Telephone Tariff No. 1 |
| Exhibit 3 | Talkie’s Proposed Switched Access Tariff: Pa. PUC Telephone Tariff No. 2 |
| Exhibit 4 | Talkie’s Proposed CAP Tariff: Pa. PUC Telephone Tariff No. 3 |
| Exhibit 5 | Talkie’s Financial Statements [CONFIDENTIAL - Public Version Redacted] |
| Exhibit 6 | Talkie’s Detailed Response to No. 19 Compliance |

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 1

**Talkie Communications, Inc.'s Maryland Articles of Incorporation,
Maryland Certificate of Name Change, and Certificate of Authority
to Transact Business in Pennsylvania**

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS , OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT SONIC SYSTEMS, INC. FILED ITS ARTICLES OF AMENDMENT WITH A NAME CHANGE CHANGING ITS NAME TO TALKIE COMMUNICATIONS, INC. WITH THIS DEPARTMENT ON FEBRUARY 15, 2018 AND THAT THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MARCH 27, 2018.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

CRTGST

CORPORATE CHARTER APPROVAL SHEET

** KEEP WITH DOCUMENT **

DOCUMENT CODE 09A BUSINESS CODE _____

D16315897

Close _____ Stock _____ Nonstock _____

P A _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000362011012632

ID # D16315897 ACK # 1000362011012632
PAGES 0002
TALKIE COMMUNICATIONS, INC

02/15/2018 AT 09 37 A WO # 0004834921

New Name Talkie Communications, Inc.

FEES REMITTED

Base Fee	<u>100</u>
Org & Cap Fee	
Expedite Fee	<u>50</u>
Penalty	
State Recordation Tax	
State Transfer Tax	
Certified Copies	
Copy Fee	
Certificates	
Certificate of Status Fee	
Personal Property Filings	
Mail Processing Fee	
Other	

TOTAL FEES 150

Credit Card _____ Check 150 Cash _____

_____ Documents on _____ Checks

Approved By 17

Keyed By _____

COMMENT(S) _____

☒ Change of Name
☐ Change of Principal Office
☐ Change of Resident Agent
☐ Change of Resident Agent Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent
☐ and Resident Agent's Address
☐ Change of Business Code
☐ Adoption of Assumed Name
☐ Other Change(s)

Code _____

Attention _____

Mail Name and Address

**JOHN DIETZEL
624 TRAVIS ST
SUITE 800
SHREVEPORT LA 71101**

Stamp Work Order and Customer Number HERE

CUST ID 0003618344
WORK ORDER 0004834921
DATE 02-21-2018 01 09 PM
AMT PAID \$150 00

ARTICLES OF AMENDMENT

(1)

(2) Sonic Systems, Inc
a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that

(3) The charter of the corporation is hereby amended as follows

Name change only to "Talkie Communications, Inc "

2018 FEB 15 A 9:37

This amendment of the charter of the corporation has been approved by

(4) The directors There is not membership entitled to vote on amendments (see item 4 below)

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act

(5) _____
Secretary

(5) *John Dietzel*
President

(6) Return address of filing party

John Dietzel

624 Travis St , Suite 800

Shreveport, LA 71101

CUST ID 0003618344
WORK ORDER 0004834921
DATE 02-21-2018 01 09 PM
AMT PAID \$150 00

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 02 BUSINESS CODE 03

Close / Stock / Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 20
Expedite Fee: 30
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 170

Credit Card / Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 19

Keyed By: _____

COMMENT(S):



1000362007514443

ID # D16315897 ACK # 1000362007514443
PAGES: 0002
SONIC SYSTEMS, INC.

01/26/2015 AT 03:57 P WO # 0004418110

New Name _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Change of Business Code

Adoption of Assumed Name

Other Change(s)

Code _____

Attention: _____

DUANE BENNETT CPA
141 GRAYS POND LN
CENTREVILLE MD 21617-2738

CUST ID: 0003201530
WORK ORDER: 0004418110
DATE: 01-30-2015 08:44 PM
AMT. PAID: \$170.00

CORPORATE CHARTER APPROVAL SHEET

** KEEP WITH DOCUMENT **

DOCUMENT CODE 09A BUSINESS CODE _____

D16315897

Close _____ Stock _____ Nonstock _____

P A _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000362011012632

ID # D16315897 ACK # 1000362011012632
PAGES 0002
TALKIE COMMUNICATIONS, INC

02/15/2018 AT 09 37 A WO # 0004834921

New Name Talkie Communications, Inc.

FEES REMITTED

Base Fee	<u>100</u>
Org & Cap Fee	
Expedite Fee	<u>50</u>
Penalty	
State Recordation Tax	
State Transfer Tax	
Certified Copies	
Copy Fee	
Certificates	
Certificate of Status Fee	
Personal Property Filings	
Mail Processing Fee	
Other	

TOTAL FEES 150

Credit Card _____ Check 150 Cash _____

_____ Documents on _____ Checks

Approved By 17

Keyed By _____

COMMENT(S) _____

☒ Change of Name
☐ Change of Principal Office
☐ Change of Resident Agent
☐ Change of Resident Agent Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent
☐ and Resident Agent's Address
☐ Change of Business Code
☐ Adoption of Assumed Name
☐ Other Change(s)

Code _____

Attention _____

Mail Name and Address

**JOHN DIETZEL
624 TRAVIS ST
SUITE 800
SHREVEPORT LA 71101**

Stamp Work Order and Customer Number HERE

CUST ID 0003618344
WORK ORDER 0004834921
DATE 02-21-2018 01 09 PM
AMT PAID \$150 00

ARTICLES OF AMENDMENT

(1)

(2) Sonic Systems, Inc
a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that

(3) The charter of the corporation is hereby amended as follows

Name change only to "Talkie Communications, Inc "

2018 FEB 15 A 9:37

This amendment of the charter of the corporation has been approved by

(4) The directors There is not membership entitled to vote on amendments (see item 4 below)

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act

(5) _____
Secretary

(5) *John Dietzel*
President

(6) Return address of filing party

John Dietzel

624 Travis St , Suite 800

Shreveport, LA 71101

CUST ID 0003618344
WORK ORDER 0004834921
DATE 02-21-2018 01 09 PM
AMT PAID \$150 00

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 02

BUSINESS CODE 03

Close / Stock / Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 20
Expedite Fee: 30
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 170

Credit Card / Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 19

Keyed By: _____

COMMENT(S):



ID # D16315897 ACK # 1000362007514443
PAGES: 0002
SONIC SYSTEMS, INC.

01/26/2015 AT 03:57 P WO # 0004418110

New Name _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Change of Business Code

Adoption of Assumed Name

Other Change(s)

Code _____

Attention: _____

DUANE BENNETT CPA
141 GRAYS POND LN
CENTREVILLE MD 21617-2738

CUST ID:0003201530
WORK ORDER:0004418110
DATE:01-30-2015 08:44 PM
AMT. PAID:\$170.00

ARTICLES OF INCORPORATION FOR A CLOSE CORPORATION

FIRST: The Undersigned: ANDREW DEMATTIA whose address is

141 GRAYS POND LANE, CENTREVILLE, MD 21617 being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland. The corporation shall be a close corporation.

SECOND: The name of the corporation is SONIC SYSTEMS, INC

THIRD: The purpose(s) for which the corporation is formed is/are as follows:

IT TECH

FOURTH: The street address of the principal office of the corporation in Maryland is

141 GRAYS POND LANE, CENTREVILLE, MD 21617

FIFTH: The name and address of the resident agent of the corporation in Maryland is

ANDREW DEMATTIA, 141 GRAYS POND LANE, CENTREVILLE, MD 21617

SIXTH: The corporation has authority to issue 4000 shares at \$ 1 par value per share.

SEVENTH: The corporation elects to have no board of directors. Until this election takes effect

ANDREW DEMATTIA, 141 GRAYS POND LANE, CENTREVILLE, MD 21617 will be the director.

EIGHTH:

IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

Signature(s) of Incorporator(s):

Andrew Demattia

NINTH:

I hereby consent to my designation in this document as resident agent for this corporation.

Signature of Resident Agent listed in FIFTH:

Andrew Demattia

Filing party's return address:

ANDREW DEMATTIA

141 GRAYS POND LANE

CENTREVILLE, MD 21617

ARTICLES OF INCORPORATION FOR A CLOSE CORPORATION

FIRST: The Undersigned: ANDREW DEMATTIA whose address is

141 GRAYS POND LANE, CENTREVILLE, MD 21617 being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland. The corporation shall be a close corporation.

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EIGHTH:

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Signature(s) of Incorporator(s):

Andrew Demattia

NINTH:

I hereby consent to my designation in this document as resident agent for this corporation.

Signature of Resident Agent listed in FIFTH:

Andrew Demattia

Filing party's return address:

ANDREW DEMATTIA

141 GRAYS POND LANE

CENTREVILLE, MD 21617

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: Talkie Communications, Inc.

Request Type: Certificate of Registration

Issuance Date: October 15, 2025

Request No.: 066041823

File No: 0006773238

Receipt No.: 2236321

Filing Type: Foreign Business Corporation

Initial Filing Date: September 19, 2018

Status: Active

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

Talkie Communications, 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

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 2

Talkie Communications, Inc.'s Competitive Local Exchange Carrier

Tariff Tariff Telephone - Pa. PUC No. 1

COMPETITIVE LOCAL EXCHANGE CARRIER**TALKIE COMMUNICATIONS, INC.****COMPETITIVE LOCAL EXCHANGE CARRIER****Regulations and Schedule of Charges**

99 Talbot Boulevard, Chestertown, MD 21620

This Tariff contains the descriptions, regulations, and rates applicable to the offering of intrastate telecommunications services by Talkie Communications, Inc. (the “Company”), within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and available via the Company’s website at www.talkiefiber.com. Copies may be inspected during normal business hours at the Company’s principal place of business. The Company intends to provide local exchange services and will mirror the exchange area boundaries as defined in the applicable tariffs of all incumbent local exchange carriers (“ILECs”) certificated in the Commonwealth of Pennsylvania. The Company plans to serve the entire State of Pennsylvania. Therefore, this mirroring includes the exchange areas and boundaries set forth in the tariffs of the following ILECs: Armstrong Telephone Company – North (PA P.U.C. Tariff No. 2), Armstrong Telephone Company - Pennsylvania (PA P.U.C. Tariff No. 10), Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York (PA P.U.C. Tariff No. 2), Citizens Telephone Company of Kecksburg (PA P.U.C. Tariff No. 3), Consolidated Communications of Pennsylvania Company (PA P.U.C. Tariff No. 11), Frontier Communications of Breezewood, LLC (PA P.U.C. Tariff No. 5), Frontier Communications of Canton, LLC (PA P.U.C. Tariff No. 3), Frontier Communications of Lakewood, LLC (PA P.U.C. Tariff No. 5), Frontier Communications of Oswayo River, LLC (PA P.U.C. Tariff No. 5), Frontier Communications of Pennsylvania, LLC (PA P.U.C. Tariff No. 14), Hancock Telephone Company (PA P.U.C. Tariff No. 1), Hickory Telephone Company (PA P.U.C. Tariff No. 6), Ironton Telephone Company (PA P.U.C. Tariff No. 2), Lackawaxen Telecommunications Services, Inc. (PA P.U.C. Tariff No. 2), Laurel Highland Telephone Company (PA P.U.C. Tariff No. 3), North-Eastern Pennsylvania Telephone Company (PA P.U.C. Tariff No. 9), North Penn Telephone Company (PA P.U.C. Tariff No. 2), Palmerton Telephone Company (PA P.U.C. Tariff No. 5), Pennsylvania Telephone Company (PA P.U.C. Tariff No. 2), Pymatuning Independent Telephone Company (PA P.U.C. Tariff No. 5), South Canaan Telephone Company (PA P.U.C. Tariff No. 7), TDS Telecom/Deposit Telephone Company (PA P.U.C. Tariff No. 1), TDS Telecom/Mahanoy & Mahantango Telephone Company (PA P.U.C. Tariff No. 5), TDS Telecom/Sugar Valley Telephone Company (PA P.U.C. Tariff No. 3), The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (PA P.U.C. Tariff No. 27), Venus Telephone Company (PA P.U.C. Tariff No. 1),

Issued:

By: Andre DeMattia Effective:
Co-CEO, Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

COMPETITIVE LOCAL EXCHANGE CARRIER

Verizon Pennsylvania LLC (PA P.U.C. Tariff Nos. 180A, 182, 182A, 185B, 185C), Verizon North LLC (PA P.U.C. Tariff Nos. 1, 3, 5, 6), West Side Telephone Company (PA P.U.C. Tariff No. 3), Windstream Buffalo Valley, Inc. (PA P.U.C. Tariff No. 9), Windstream Conestoga, Inc. (PA P.U.C. Tariff No. 12), Windstream D&E, Inc. (PA P.U.C. Tariff No. 18), Windstream Pennsylvania, LLC (PA P.U.C. Tariff No. 7), Yukon-Waltz Telephone Company (PA P.U.C. Tariff No. 2).

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Communications Act of 1934, as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued:

By: Andre DeMattia Effective:
Co-CEO, Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**CHECKSHEET**

Pages of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective page(s).

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

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By: Andre DeMattia, Co-CEO
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99 Talbot Boulevard
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Effective:

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

Page No.	Revision Level			Page No.	Revision Level			Page No.	Revision Level	
75	Original			100	Original			125	Original	
76	Original			101	Original			126	Original	
77	Original			102	Original			127	Original	
78	Original			103	Original			128	Original	
79	Original			104	Original			129	Original	
80	Original			105	Original			130	Original	
81	Original			106	Original			131	Original	
82	Original			107	Original			132	Original	
83	Original			108	Original			133	Original	
84	Original			109	Original			134	Original	
85	Original			110	Original			135	Original	
86	Original			111	Original			136	Original	
87	Original			112	Original			137	Original	
88	Original			113	Original			138	Original	
89	Original			114	Original			139	Original	
90	Original			115	Original			140	Original	
91	Original			116	Original			141	Original	
92	Original			117	Original			142	Original	
93	Original			118	Original					
94	Original			119	Original					
95	Original			120	Original					
96	Original			121	Original					
97	Original			122	Original					
98	Original			123	Original					
99	Original			124	Original					

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By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

LIST OF MODIFICATIONS

None included in this initial application submission.

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TABLE OF CONTENTS

CHECKSHEET.....	1
LIST OF MODIFICATIONS.....	3
TABLE OF CONTENTS	4
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF	6
TARIFF FORMAT.....	7
TARIFF EXCHANGE AREA BOUNDARIES.....	8
SECTION 1 – DEFINITIONS	9
SECTION 2 – RULES AND REGULATIONS.....	12
2.1 Undertaking of the Company	12
2.2 Prohibited Uses	28
2.3 Obligations of the Customer	28
2.4 Customer Equipment and Channels	31
2.5 Payment Arrangements.....	35
2.6 Allowances for Interruptions in Service.....	42
2.7 Use of Customer's Service by Others.....	45
2.8 Cancellation of Service/Termination Liability	46
2.9 Transfers and Assignments	46
2.10 Notices and Communications.....	47
2.11 Telecommunications Relay Service.....	48
SECTION 3 – SERVICE AREAS.....	51
3.1 Scope	51
3.2 Exchange Service Areas — Extended Service Areas	53

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99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TABLE OF CONTENTS (CONT'D)

SECTION 4 – BASIC SERVICES AND RATES	134
4.1 Distance Calculations.	134
4.2 Rate Periods for Time of Day Sensitive Services.....	134
4.3 Local Exchange Service	134
4.4 Local Services Bundles	135
4.5 Local Service Packages	135
SECTION 5 – MISCELLANEOUS SERVICES AND RATES	137
5.1 Service Change Charges.....	137
5.2 Restoration of Service	139
5.3 Custom Calling Features	139

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99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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

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

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

Issued:

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99 Talbot Boulevard
Chestertown, MD 21620

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TARIFF FORMAT

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

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**TARIFF EXCHANGE AREA BOUNDARIES**

The Company will mirror the exchange boundaries and local calling areas of the following Pennsylvania Incumbent Local Exchange Carrier tariffs.

Incumbent Local Exchange Carrier	Tariff Reference
Armstrong Telephone Company – North	PA P.U.C. Tariff No. 2
Armstrong Telephone Company - Pennsylvania	PA P.U.C. Tariff No. 10
Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York	PA P.U.C. Tariff No. 2
Citizens Telephone Company of Kecksburg	PA P.U.C. Tariff No. 3
Consolidated Communications of Pennsylvania Company	PA P.U.C. Tariff No. 11
Frontier Communications of Breezewood, LLC	PA P.U.C. Tariff No. 5
Frontier Communications of Canton, LLC	PA P.U.C. Tariff No. 3
Frontier Communications of Lakewood, LLC	PA P.U.C. Tariff No. 5
Frontier Communications of Oswayo River, LLC	PA P.U.C. Tariff No. 5
Frontier Communications of Pennsylvania, LLC	PA P.U.C. Tariff No. 14
Hancock Telephone Company	PA P.U.C. Tariff No. 1
Hickory Telephone Company	PA P.U.C. Tariff No. 6
Ironton Telephone Company	PA P.U.C. Tariff No. 2
Lackawaxen Telecommunications Services, Inc.	PA P.U.C. Tariff No. 2
Laurel Highland Telephone Company	PA P.U.C. Tariff No. 3
North-Eastern Pennsylvania Telephone Company	PA P.U.C. Tariff No. 9
North Penn Telephone Company	PA P.U.C. Tariff No. 2
Palmerton Telephone Company	PA P.U.C. Tariff No. 5
Pennsylvania Telephone Company	PA P.U.C. Tariff No. 2
Pymatuning Independent Telephone Company	PA P.U.C. Tariff No. 5
South Canaan Telephone Company	PA P.U.C. Tariff No. 7
TDS Telecom/Deposit Telephone Company	PA P.U.C. Tariff No. 1
TDS Telecom/Mahanoy & Mahantango Telephone Company	PA P.U.C. Tariff No. 5
TDS Telecom/Sugar Valley Telephone Company	PA P.U.C. Tariff No. 3
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink	PA P.U.C. Tariff No. 27
Venus Telephone Company	PA P.U.C. Tariff No. 1
Verizon Pennsylvania LLC	PA P.U.C. Tariff Nos. 180A, 182, 182A, 185B, 185C
Verizon North LLC	PA P.U.C. Tariff Nos. 1, 3, 5, 6
West Side Telephone Company	PA P.U.C. Tariff No. 3
Windstream Buffalo Valley, Inc.	PA P.U.C. Tariff No. 9
Windstream Conestoga, Inc.	PA P.U.C. Tariff No. 12
Windstream D&E, Inc.	PA P.U.C. Tariff No. 18
Windstream Pennsylvania, LLC	PA P.U.C. Tariff No. 7
Yukon-Waltz Telephone Company	PA P.U.C. Tariff No. 2

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
SECTION 1 — DEFINITIONS

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

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

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

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

Company — Talkie Communications, Inc., the issuer of this Tariff.

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

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

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

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

FCC — The Federal Communications Commission.

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

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 1 — DEFINITIONS (CONT'D)

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

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

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

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

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

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

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

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 1 — DEFINITIONS (CONT'D)

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

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

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

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

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

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

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

4. Termination of service by the Company to a residential customer will follow a two-step process, whereby the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of proposed suspension regardless upon which basis suspension is sought (52 Pa. Code §64.71). When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrears; (2) failure to post a deposit; (3) failure to meet the requirements of a payment agreement; (4) failure to give adequate assurances that an unauthorized use or practice will cease (52 Pa. Code §64.121).

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

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

2.1.4 Liability of the Company

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

6. Except as to reckless, willful, or intentional actions by the Company, the Company is not liable for any claims for loss or damages involving (1) breach in the privacy or security of communications transmitted over the Company's facilities; (2) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (3) Any noncompletion of calls due to network busy conditions.
7. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

8. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company, except as caused by the Company's reckless, willful, or intentional misconduct.
9. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim and the amount will not exceed the total of all payments made by the Customer to the Company for those specific services within the twelve (12) month period prior to the date the Claim arose; in the event of such a claim Company will provide work papers to substantiate the dollar amount. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
10. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

11. [Omitted]

12. With respect to Emergency 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Except as to reckless, willful, or intentional actions by the Company, the Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

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

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

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

1. General

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

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

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2. Regulations

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

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

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

Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2. Regulations (Cont'd)

The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 91-1 service.

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

The Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

2. Regulations (Cont'd)

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

2.1.8 Non-routine Installation

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Special Construction

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

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

2.1.10 Ownership of Facilities

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

2.3.2 Claims

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

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

4. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition). This restriction does not apply to Trunk-Side Access Feature Group D Access Service.
5. Service furnished by Company may be interconnected with Service or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.
6. Interconnection with the facilities or Service of other carriers shall be subject to the applicable terms and conditions of this Tariff and the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

2.4.4 Inspections

1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-

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owned facilities and equipment.

2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

2.5.2 Billing and Collection of Charges

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

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

2.5.3 Advance Payments

The Company does not require Customers to make an advance payment before services and facilities are furnished.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

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

2.5.6 Cancellation by Customer

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.8 Changes in Service Requested

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

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

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

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

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

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

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

Interruptions of 24 Hours and greater.

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations of Allowances

No credit allowance will be made for:

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation for Service Interruption

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

2.6.4 Use of Another Means of Communications

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

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

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

2.7.2 Joint Use Arrangements

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.8 Cancellation of Service/Termination Liability

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

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

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

2.9 Transfers and Assignments

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

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.10 Notices and Communications

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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

2.11 Telecommunications Relay Service

2.11.1 General

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

2.11.2 Surcharge

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3 – SERVICE AND CALLING AREAS**3.1 Service Areas**

The Company proposes to serve the entire State of Pennsylvania. The Company's service area(s) maps are identical to those on file, if any, for the local exchange companies listed below. The service territory of Talkie includes all the exchanges in territories of the following incumbent local exchange carriers:

Armstrong Telephone Company – North
Armstrong Telephone Company - Pennsylvania
Citizens Telecommunications Company of New York, Inc. d/b/a Frontier
Communications of New York
Citizens Telephone Company of Kecksburg
Consolidated Communications of Pennsylvania Company
Frontier Communications of Breezewood, LLC
Frontier Communications of Canton, LLC
Frontier Communications of Lakewood, LLC
Frontier Communications of Oswayo River, LLC
Frontier Communications of Pennsylvania, LLC
Hancock Telephone Company
Hickory Telephone Company
Ironton Telephone Company
Lackawaxen Telecommunications Services, Inc.
Laurel Highland Telephone Company
Communications/MSH
North-Eastern Pennsylvania Telephone Company
North Penn Telephone Company
Palmerton Telephone Company
Pennsylvania Telephone Company
Pymatuning Independent Telephone Company
South Canaan Telephone Company

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)

3.1 Service Areas (Cont'd.)

TDS Telecom/Deposit Telephone Company
TDS Telecom/Mahanoy & Mahantango Telephone Company
TDS Telecom/Sugar Valley Telephone Company
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink
Venus Telephone Company
Verizon Pennsylvania LLC
Verizon North LLC
West Side Telephone Company
Windstream Buffalo Valley, Inc.
Windstream Conestoga, Inc.
Windstream D&E, Inc.
Windstream Pennsylvania, LLC
Yukon-Waltz Telephone Company

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas**

Unless otherwise noted, the incumbent LEC providing service in the Local Calling Area is the incumbent LEC identified as serving the home exchange on the pages to follow.

3.2.1 Verizon North

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Airville	Broque, 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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.1 Verizon North (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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
Clintonville	Franklin, Wesley
Confluence	Rockwood, Salisbury
Cooperstown	Franklin, Oil City
Chapman Lake	Carbondale, Clark Summit (Frontier Communications -Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1 Verizon North (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Frontier Communications -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.)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.1 Verizon North (Cont’d.)**

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.1 Verizon North (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area.</i>
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli
Knoxville	Elkland
Lincolntown	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)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1 Verizon North (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Myerstown	Frystown, Schaefferstown, Womelsdorf, Lebanon
Nanty Glo	Ebensburg, Johnstown
New Bedford	New Castle, New Wilmington
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (CenturyLink)
North East	Erie, South Ripley, NY (Verizon – NY), Wattsburg
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont (Frontier Communications -Commonwealth Telephone Co.)
Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville (CenturyLink), Ellwood City
Red Lion	Brogue, Loganville, York

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.1 Verizon North (Cont’d.)**

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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.1 Verizon North (Cont’d.)**

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
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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SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)

3.2 Calling Areas (Cont'd.)

3.2.1. A 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>
Alexandria	Alexandria, Huntingdon, McConnellstown (CenturyLink)
Aliquippa	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pitb. Subn. Zone 16, Rochester
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Frontier Communications -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 (Windstream Conestoga.)
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Annville	Annville, Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Palmyra
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Burgettstown, Washington
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.)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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, Zelienople
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (Frontier Communications -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 (Frontier Communications -Commonwealth Tel.), Wapwallopen (Frontier Communications -Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Frontier Communications -Commonwealth Tel.), Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Big Run	Big Run, Punxsutawney

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Frontier Communications -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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester Springs	Chester Springs, Eagle, Exton, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford
Clairton	Clairton, Elizabeth, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Clarion	Clarion, Knox (Windstream), Leeper, Shippenville (Windstream), Sligo (Windstream), Strattanville (Windstream)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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, Washingtonville
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Dawson	Connellsville, Dawson, Perryopolis, Scottdale

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SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)

3.2 Calling Areas (Cont'd.)

3.2.1. A Verizon Pennsylvania LLC (Cont'd.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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, Perkasié, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
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. (AT&T), New Waterford, O. (AT&T), Rogers, O. (AT&T)
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North)

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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Fleetwood	Fleetwood, Kutztown, Leesport (Frontier Communications -Commonwealth Tel.), Oley (Windstream Conestoga), Reading, Topton (The Conestoga Tel. and Tel. Co.)
Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Galeton	Galeton
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell
Glenmoore	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (Windstream Conestoga), 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 (WindstreamConestoga)
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.)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Grove City	Blacktown (CenturyLink), Grove City, Harrisville (CenturyLink), Mercer, Wesley (Verizon North)
Halifax	Dauphin, Elizabethville (Frontier Communications -Commonwealth Tel.), Halifax, Harrisburg Zone 1, Millersburg (Frontier Communications - Commonwealth Tel.)
Hamburg	Hamburg, Kempton (Verizon North), Leesport (Frontier Communications - Commonwealth Tel.), Reading
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Harleysville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Harrisburg-Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Frontier Communications -Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Harrisburg-Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Hastings	Barnesboro, Carrolltown, Hastings, Patton

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngham-Drums (Frontier Communications -Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Frontier Communications -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.)

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills (Windstream Conestoga), Honey Brook, Morgantown (Windstream Conestoga), Parkesburg
Hookstown	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AT&T), 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, Lehighton, Nesquehoning, Weatherly, White Haven

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)
Kennett Square	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Kingston	Center Moreland (Frontier Communications -Commonwealth Tel.), Dallas (Frontier Communications -Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Frontier Communications -Commonwealth Tel.), Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Kutztown	Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Topton (Windstream Conestoga)
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	Intercoarse (Frontier Comm. Of PA), Lancaster, Landisville, Leola (Frontier Comm. Of PA), Lititz (Windstream D&E), Manheim (Windstream D&E), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), New Holland (Frontier Comm. Of PA), Quarryville (Frontier Communications - Commonwealth Tel.), Rawlinsville (Frontier Communications -Commonwealth Tel.), Strasburg

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.1. A Verizon Pennsylvania LLC (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Windstream D&E), Manheim (Windstream D&E), 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.)
Lenape	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, Westtown
Lewistown	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, Perkasi, Phila. Subn. Zone 45, Souderton

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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. (AT&T), Lowellville, Lowellville, O. (AT&T), New Castle, North Lima, O. (AT&T), Youngstown, O. (AT&T)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Frontier Communications -Commonwealth Tel.), Mechanicsburg
Mendenhall	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Mercer	Blacktown (CenturyLink), Fredonia (Windstream), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon North)
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Millersville	Lancaster, Landisville, Millersville, Mountville (CenturyLink), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsontown (Windstream)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Morrisville	Ewing, NJ (Verizon – NJ), Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Yardley
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont (Frontier Communications -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
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 (Frontier Communications - 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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown (CenturyLink), Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Frontier Communications - Commonwealth Tel.), Plymouth, Wilkes-Barre
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning
New Castle	Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward
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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Frontier Communications - Commonwealth Tel.), Landenberg, Oxford, West Grove
Palmyra	Annaville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.)

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Parkesburg	Atglen (Frontier Communications -Commonwealth Tel.), Coatesville, Gap (Frontier Communications -Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally (Windstream Conestoga), Green Lane, Pennsburg, Perkasio, Quakertown, Sassamansville (Windstream Conestoga), Souderton
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 (Frontier Communications -Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale Frontier Communications - (Commonwealth Tel.), Line Lexington, New Hope, Perkasie, Plumsteadville, Quakertown

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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 (Windstream Conestoga), Collegeville, Douglassville (Windstream Conestoga), 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 (Windstream Conestoga), Morgantown (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford
Punxsutawney	Big Run, Marchand, Punxsutawney
Quakertown	Bedminster, Dublin, Ferndale (Frontier Communications -Commonwealth Tel.), Green Lane, Pennsburg, Perkasio, Plumsteadville, Quakertown, Souderton, Springtown

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Reading	Adamstown (Windstream D&E), Bernville (Verizon North), Birdsboro (Windstream Conestoga), Fleetwood, Green Hills (Windstream Conestoga), Hamburg, Kutztown, Leesport (Frontier Communications -Commonwealth Tel.), Morgantown (WindstreamConestoga), Oley (WindstreamConestoga), Reading, Robesonia (Verizon North), Tipton (Windstream Conestoga), Womelsdorf (Verizon North), Yellow House (Windstream Conestoga)
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 (Frontier Communications -Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Roulette	Coudersport, Port Allegany, Roulette
Royersford	Center Point, Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phoenixville, Pottstown, Pughtown, Royersford, Schwenksville
Russell	Russell, Sugar Grove, Warren, Youngsville
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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, Perkasie, Phila. Subn. Zone 30, Pottstown, Royersford, Sassamansville (Windstream Conestoga), Schwenksville, Souderton
Scottdale	Connellsville, Dawson, Mount Pleasant, Scottdale
Scranton	Clarks Summit (Frontier Communications -Commonwealth Tel.), Dalton (Frontier Communications -Commonwealth Tel.), Factoryville (Frontier Communications -Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Frontier Communications -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. (AT&T), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Sharpsville	Greenville, Mercer, Sharon, O. (AT&T), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown (Frontier Communications -Commonwealth Tel.), Shenandoah
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AT&T&), 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 (Frontier Communications -Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Frontier Communications -Commonwealth Tel.), Rawlinsville (Frontier Communications -Commonwealth Tel.), Strasburg
Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Frontier Communications -Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon – NJ)

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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
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 (Frontier Communications -Commonwealth Tel.), Frenchtown, NJ (Verizon – NJ), Milford, NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (Frontier Communications -Commonwealth Tel.), Upper Black Eddy

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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. (AT&T), Sharpville, West Middlesex
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)
Westtown	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.1. A Verizon Pennsylvania LLC (Cont’d.)

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)**3.2 Calling Areas (Cont'd.)****3.2.2 Verizon Pennsylvania – Philadelphia Local**

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.2 Verizon Pennsylvania – Philadelphia Local (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
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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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.3 Verizon Pennsylvania – Philadelphia Suburban

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

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.3 Verizon Pennsylvania – Philadelphia Suburban (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)

3.2 Calling Areas (Cont’d.)

3.2.3 Verizon Pennsylvania – Philadelphia Suburban (Cont’d.)

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)****3.2 Calling Areas (Cont'd.)****3.2.4 Verizon Pennsylvania – Pittsburgh Local**

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

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
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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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)****3.2 Calling Areas (Cont'd.)****3.2.7 Frontier Commonwealth Telephone Company**

<i>Originating Exchange</i>	<i>Local Calling Areas</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein FRONTIER COMMONWEALTH TELEPHONE COMPANY unless otherwise noted</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Atglen	Atglen, Gap, Parkesburg (Verizon PA)
Bangor	Bangor, Belvidere, Easton* (Verizon PA), Pen Argyl, Portland, Saylorsburg
Belvidere	Bangor, Belvidere, Belvidere, NJ (CenturyLink), Easton* (Verizon PA), Hope, NJ (CenturyLink), Oxford, NJ (CenturyLink), Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Lake Winola, Noxen, Pittston* (Verizon PA), Trucksville, Tunkhannock, Wilkes-Barre (Verizon PA), Wyoming* (Verizon PA)
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon PA)
(Conyngham-Drums	Conyngham, Hazleton (Verizon PA), Nuremberg, Wapwallopen
Coopersburg	Allentown (Verizon PA), Bethlehem (Verizon PA), Coopersburg, Emmaus* (Verizon North), Quakertown* (Verizon PA)
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.7 Frontier Commonwealth Telephone Company (Cont’d.)**

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

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<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Harding	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston (Verizon PA), Scranton* (Verizon PA), Trucksville, Tunkhannock*, Wilkes-Barre* (Verizon PA)
Harveys Lake	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon PA) Noxen, Sweet Valley, Trucksville, Wilkes-Barre* (Verizon PA)
Hensel	Hensel, Kirkwood, Lancaster* (Verizon PA), Quarryville, Rawlinsville
Huntington Mills	Benton, Huntington Mills, Muhlenburg, Shickshinny
Kirkwood	Gap, Hensel, Kirkwood, Lancaster* (Verizon PA), Oxford (Verizon PA), Quarryville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lake Winola	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
Laporte	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
Lawrenceville	Elkland (Verizon North), Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg (Zone1) (Verizon PA), Lewisberry, Mechanicsburg (Verizon PA)
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (cont'd.)****3.2 Calling Areas (Cont'd.)****3.2.7 Frontier Commonwealth Telephone Company (Cont'd.)**

<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Lawrenceville	Elkland (Verizon North), Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg (Zone1) (Verizon PA), Lewisberry, Mechanicsburg (Verizon PA)
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Middlebury Center	Middlebury Center, Tioga, Wellsboro

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<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Millersburg	Elizabethville, Halifax (Verizon PA), Millersburg
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
Morris	Liberty, Morris, Wellsboro
Muhlenburg	Huntingdon Mills, Muhlenburg, Nanticoke* (Verizon PA), Shickshinny, Sweet Valley, Wilkes-Barre* (Verizon PA)
Muncy Valley	Eagles Mere, Hughesville* (Windstream), Laporte, Muncy Valley
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
Nuangola	Mountaintop (Verizon PA), Nanticoke (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon PA)
Nuremberg	Conyngham, Hazleton (Verizon PA), Nuremberg, Ringtown

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<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Orangeville	Benton, Berwick* (Verizon PA), Bloomsburg (Verizon PA), Orangeville
Pen Argyl	Bangor, Belvidere, Easton* (Verizon PA), Nazareth* (Verizon PA), Pen Argyl, Saylorsburg
Pocono Lake	Mount Pocono* (Verizon PA), Pocono Lake, Stroudsburg* (Verizon PA), White Haven* (Verizon PA)
Portland	Bangor, Columbia, NJ (West Jersey), Portland, Stroudsburg* (Verizon PA)
Quarryville	Gap, Hensel, Kirkwood, Lancaster (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Rawlinsville	Hensel, Lancaster (Verizon PA), Millersville* (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Ringtown	Nuremberg, Ringtown, Shenandoah (Verizon PA)
Rome	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Saylorsburg	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon PA)

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<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Shickshinny	Berwick (Verizon PA), Huntington Mills, Muhlenburg, Nanticoke* (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre* (Verizon PA)
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
Susquehanna	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)
Sweet Valley	Dallas, Harveys Lake, Kingston* (Verizon PA), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Towanda	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Tower City	Gratz, Lykens, Tower City, Tremont, Valley View
Tremont	Minersville (Verizon PA), Pine Grove (Verizon North), Pottsville* (Verizon PA), Tower City, Tremont, Valley View
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Trucksville	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)

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<i>Originating Exchange</i>	<i>Local Calling Areas</i>
Tunkhannock	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
Uhlertown	Doylestown* (Verizon), Ferndale, Frenchtown, NJ (CenturyLink), Plumsteadville* (Verizon), Uhlertown, Upper Black Eddy (Verizon PA)
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster
Valley View	Gratz, Lykens, Tower City, Tremont, Valley View
Wapwallopen	Berwick (Verizon PA), Conyngham, Nuangola, Shickshinny, Wapwallopen
Warren Center	LeRaysville, Nichols, NY (NY Tel), Rome, St. Joseph, Warren Center
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro
Wyalusing	Laceyville, New Albany, Towanda, Wyalusing

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SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)**3.2 Calling Areas (Cont’d.)****3.2.8 Frontier Communications of Breezewood**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Breezewood	Breezewood, Everett (CenturyLink), New Grenada
Needmore	Hancock, Md. (Verizon Md.), Needmore, Warfordsburg
New Grenada	New Grenada, Breezewood
Warfordsburg	Needmore, Hancock, Md. (Verizon Md.), Warfordsburg

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – SERVICE AND CALLING AREAS (Cont'd.)

3.2 Calling Areas (Cont'd.)**3.2.9 Frontier Communications of Canton, Inc.**

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

3.2.10 Frontier Communications of Lakewood, LLC

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

3.2.11 Frontier Communications of Oswayo River, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Genessee	Coudersport, Genessee, Millport, Shinglehouse, Ulysses
Millport	Coudersport, Genessee, Millport, Shinglehouse
Shinglehouse	Coudersport, Genessee, Millport, Shinglehouse

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.12 Frontier Communications of Pennsylvania, LLC**

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Duke Center	Bradford (Verizon Pennsylvania LLC), Duke Center, Eldred (Verizon Pennsylvania LLC), Rew (Verizon Pennsylvania LLC)

3.2.14 Armstrong Telephone Company - Pennsylvania

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Murdocksville	Murdocksvilee

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

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

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

3.2.17 Citizens Telephone Company of Kecksburg

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Kecksburg	Greensburg (Verizon Pennsylvania LLC), Kecksburg, Latrobe (Verizon Pennsylvania LLC), Mt. Pleasant (Verizon Pennsylvania LLC)

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Morgantown	Birdsboro, Chester Springs (Verizon), Douglassville, Downingtown (Verizon), Eagle (Verizon), Exton (Verizon), Glanmoore (Verizon), Green Hills, Honeybrook (Verizon), Morgantown, Pughtown (Verizon), Reading (Verizon), Yellow House
Oley	Bally, Birdsboro, Boyertown, Douglassville, Fleetwood (Verizon), Green Hills, Reading (Verizon), Schwenksville (Verizon)
Sassamansville	Bally, Boyertown, Green Lane, Pennsburg (Verizon), Pottstown (Verizon), Sassamansville, Schwenksville (Verizon)
Topton	Allentown (Verizon), Bally, Fleetwood (Verizon), Kutztown (Verizon), Oley, Reading (Verizon), Topton
Yellow House	Bally, Birdsboro, Boyertown, Douglassville, Green Hills, Oley, Pottstown (Verizon), Reading (Verizon), Yellow House

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentleyville	Beallsville (Windstream), Bentleyville, Centerville (Windstream), Marianna (Marianna Scenery Hill), Scenery Hill (Marianna Scenery Hill)
Cooperstown	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Butler (CenturyLink) and Nixon (CenturyLink)
Criders Corners	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford, Perrysville (Verizon Pennsylvania LLC) and Zelienople (Verizon Pennsylvania LLC)
Curtisville	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford and Tarentum (Verizon Pennsylvania LLC)
Freeport	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford and Tarentum (Verizon Pennsylvania LLC)
Gibsonia	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford and Glenshaw (Verizon Pennsylvania LLC)
Marianna	Bentleyville (Bentleyville), Fredericktown (Windstream), Marianna, Richeyville (Windstream), Scenery Hill, Washington (Verizon Pennsylvania LLC)
Mars	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford and Perrysville (Verizon Pennsylvania LLC)
Saxonburg	Butler (CenturyLink), Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Wexford and Tarentum (Verizon Pennsylvania LLC)
Scenery Hill	Bentleyville (Bentleyville), Fredericktown (Windstream), Marianna, Richeyville (Windstream), Scenery Hill, Washington (Verizon Pennsylvania LLC)
Wexford	Cooperstown, Criders Corners, Curtisville, Freeport, Gibsonia, Mars, Saxonburg, Perrysville (Verizon Pennsylvania LLC), and Wexford

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Winterdale	Winterdale, Hancock (New York)

3.2.22 Hickory Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Hickory	Canonsburg (Verizon Pennsylvania LLC), Hickory, Washington (Verizon Pennsylvania LLC)

3.2.23 Lackawaxen Telecommunications Services, Inc.

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Rowland	Rowland

3.2.24 Laurel Highland Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Stahlstown	Indian Head (Verizon Pennsylvania LLC), Ligonier (Verizon Pennsylvania LLC), Stahlstown
Indian Head	Connellsville (Verizon Pennsylvania LLC), Indian Head, Stahlstown

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Harford	Clifford, Harford, New Milford
Jackson	Jackson, New Milford, Susquehanna (Frontier Communications - Commonwealth), Thompson
New Milford	Hallstead (Frontier Communications -Commonwealth), Harford, New Milford
Clifford	Carbondale (Verizon Pennsylvania LLC), Clifford, Factoryville (Frontier Communications -Commonwealth)
Forest City	Carbondale (Verizon Pennsylvania LLC), Forest City, Pleasant Mount, Union Dale
Plesant Mount	Forest City, Honesdale (Verizon Pennsylvania LLC), Pleasant Mount, Union Dale
Thompson	Jackson, Susquehanna (Frontier Communications -Commonwealth), Thompson
Union Dale	Forest City, Pleasant Mount, Union Dale

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentley Creek	Bentley Creek
Roseville	Mansfield (Frontier Communications -Commonwealth), Roseville
Millerton	Millerton

3.2.27 Palmerton Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bowmanstown	Bowmanstown, Kresgeville, Kunkletown, Lehighton (Verizon Pennsylvania LLC), Palmerton, Slatington (Verizon Pennsylvania LLC)
Kresgeville	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (Frontier Communications -Commonwealth), Stroudsburg (Verizon Pennsylvania LLC)
Kunkletown	Bowmanstown, Kresgeville, Kunkletown, Palmerton, Saylorsburg (Frontier Communications -Commonwealth), Stroudsburg (Verizon Pennsylvania LLC)
Palmerton	Allentown (Verizon Pennsylvania LLC), Bowmanstown, Kresgeville, Kunkletown, Lehighton (Verizon Pennsylvania LLC), Palmerton, Slatington (Verizon Pennsylvania LLC)

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Oval	Jersey Shore (Verizon Pennsylvania LLC), Oval, Williamsport (Verizon Pennsylvania LLC)

3.2.29 Pymatuning Independent Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Transfer	Greenville (Verizon Pennsylvania LLC), Sharpsville (Verizon Pennsylvania LLC), Sharon (Verizon Pennsylvania LLC), Transfer

3.2.30 South Canaan Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
South Canaan	Carbondale (Verizon Pennsylvania LLC), Hamlin (Verizon Pennsylvania LLC), Honesdale (Verizon Pennsylvania LLC), Lake Ariel (Verizon Pennsylvania LLC), South Canaan, Waymart
Waymart	Carbondale (Verizon Pennsylvania LLC), Honesdale (Verizon Pennsylvania LLC), Lake Ariel (Verizon Pennsylvania LLC), South Canaan, Waymart

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Sherman	Sherman, Deposit (New York)

3.2.32 TDS Telecom/Mahanoy & Mahantango Telephone Company

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

3.2.33 TDS Telecom/Sugar Valley Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Loganton	Loganton

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Venus	Knox (Verizon North LLC), Oil City (Windstream), Shippenville (Verizon North LLC), Venus

3.2.35 West Side Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Core	Core, Core (WV), Daybrook (WV), Mt. Morris, Mt. Morris (WV), Blacksville (WV), Laurel Point (WV), Fairview (WV)

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

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Conneaut Lake	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Conneautville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Corsica	Corsica, Brookville, Clarion, Hazen, Sigel, Strattanville, Summerville
Darlington	Darlington, Beaver Falls (Verizon Pennsylvania LLC), Enon Valley, and Rochester (Verizon Pennsylvania LLC)
Dayton	Dayton, Timblin, Kittanning and Rural Valley
Delmont	Delmont, Export, Harrison City, Greensburg (Verizon Pennsylvania LLC), and New Alexandria
Driftwood	Driftwood and Emporium
East Brady	East Brady, Kittanning, Petrolia, and Rimersburg
Elderton	Elderton, Kittanning and Indiana (Verizon Pennsylvania LLC)
Emporium	Emporium and Driftwood

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Enon Valley	Enon Valley, Beaver Falls (Verizon Pennsylvania LLC), Darlington, New Castle, and Rochester
Export	Export, Harrison City, and Delmont;; Pittsburgh Suburban Zone 21 (Penn Hills), Pittsburgh Suburban Zone 22A (Turtle Creek), and Pittsburgh Suburban Zone 22B (Monroeville) (Verizon Pennsylvania LLC);
Ford City	Ford City, Kittanning and Worthington
Fredericktown	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Marianna (Marianna and Scenery Hill Tel. Co.)
Fredonia	Cochranton, Fredonia, Greenville (Verizon Pennsylvania LLC), Sandy Lake, Sheakleyville, and Mercer (Verizon Pennsylvania LLC)
Glasgow	Coalport, Glasgow, and Altoona (Verizon Pennsylvania LLC)
Graysville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Greensboro	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Mt. Morris W. Va., and Rices Landing and Waynesburg
Guys Mills	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Harrison City	Export, Harrison City, Delmont, Irwin, Jeannette and Pittsburgh Suburban Zone 22B (Monroeville) (Verizon Pennsylvania LLC)
Hawthorn	Hawthorn, New Bethlehem and Summerville
Hazen	Hazen, Brockway, Brookville, Corsica, Dubois (Verizon Pennsylvania LLC), Sigel, and Summerville
Hughesville	Hughesville, Muncy, and Williamsport
Jamestown	Jamestown, Conneaut Lake, Linesville, Meadville, Westford, and Greenville (Verizon Pennsylvania LLC)
Jefferson	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Waynesburg
Johnsonburg	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kersey	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kittanning	East Brady, Elderton, Ford City, Kittanning, Rural Valley, Templeton, Worthington, and Dayton
Knox	Knox, Callensburg, Clarion (Verizon Pennsylvania LLC), Rockland, Shippensburg, and Venus (Venus Tel. Co.)

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Lansford	Lansford, Nesquehoning and Tamaqua (Verizon Pennsylvania LLC)
Leechburg	Apollo, Leechburg, New Kensington (Verizon Pennsylvania LLC), and Vandergrift (Verizon North LLC)
Linesville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Luthersburg	Luthersburg, Dubois (Verizon Pennsylvania LLC), and Sykesville (Verizon Pennsylvania LLC)
Meadville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Meadville, Saegertown, Linesville, Townville, Cambridge Springs (Verizon North LLC)
Midway	Midway, Burgettstown (Verizon Pennsylvania LLC), and McDonald (Verizon Pennsylvania LLC)
Montgomery	Montgomery, Muncy, Watsontown, and Williamsport (Verizon Pennsylvania LLC)
Mount Morris	Bobtown, Carmichaels, Greensboro, Core, Mt. Morris, Mt. Morris, W. Va., and Waynesburg
Muncy	Hughesville, Montgomery, Muncy, and Williamsport (Verizon Pennsylvania LLC)

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
New Alexandria	Delmont, Greensburg (Verizon Pennsylvania LLC), Latrobe (Verizon Pennsylvania LLC), and New Alexandria
New Bethlehem	New Bethlehem, Sligo, and Hawthorn
New Freeport	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, Blacksville W. Va., and Hundred, W. Va.
Penfield	Penfield, Weedville, and DuBois (Verizon Pennsylvania LLC)
Port Matilda	Port Matilda, Warriors Mark, Bellefonte, (Verizon Pennsylvania LLC), and State College (Verizon Pennsylvania LLC)
Rices Landing	Carmichaels, Fredericktown, Greensboro, Jefferson, and Rices Landing
Richeyville	Bentleyville (Bentleyville Tel. Co.), Marianna, Scenery Hill, (Marianna and Scenery Hill Tel. Co.), Richeyville, Brownsville, California, Fredericktown, and Washington (Verizon PA)
Ridgway	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Rimersburg	Rimersburg, Callensburg, Clarion (Verizon Pennsylvania LLC), East Brady, and Sligo
Rockland	Rockland, Emlenton (CenturyLink), Franklin (Verizon North LLC), Knox, and Oil City (Verizon North LLC)

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Rogersville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Rural Valley	Dayton, Kittanning and Rural Valley
Saegertown	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Townville, Cambridge Springs (Verizon North LLC) and Saegertown
Saint Marys	Johnsonburg, Kersey, Ridgway, Saint Marys, Weedville, and Wilcox
Sandy Lake	Cochranton, Fredonia, Sandy Lake, and Sheakleyville
Sheakleyville	Cochranton, Fredonia, Sandy Lake, Sheakleyville, and Greenville (Verizon Pennsylvania LLC)
Sheffield	Sheffield and Warren (Verizon Pennsylvania LLC)
Shippenville	Shippenville, Clarion (Verizon Pennsylvania LLC), Knox, and Venus (Venus Tel. Co.)

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<i>Originating Exchange</i>	<i>Local Calling Area</i>
Sigel	Sigel, Brookville, Corsica, Hazen, and Summerville
Sligo	New Bethlehem, Sligo, Callensburg, Rimersburg; and Clarion (Verizon Pennsylvania LLC)
Spraggs	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Strattanville	Strattanville, Clarion (Verizon Pennsylvania LLC), and Corsica
Summerville	Summerville, Brookville, Corsica, Hawthorn, Hazen and Sigel
Templeton	Kittanning and Templeton
Timblin	Timblin, Dayton, Hawthorn, New Bethlehem and Punxsutawney (Verizon Pennsylvania LLC)
Townville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, Spartansburg, Townville, Lincolnville, and Titusville (Verizon North LLC)

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.36 Windstream Pennsylvania, LLC (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Turbotville	Turbotville, Watsontown, and Washingtonville (Verizon Pennsylvania LLC)
Warriors Mark	Warriors Mark, Port Matilda, Tyrone, and State College (Verizon Pennsylvania LLC)
Watsontown	Montgomery, Turbotville; Milton (Verizon Pennsylvania LLC), Lewisburg and Watsontown
Waynesburg	Brave, Carmichaels, Graysville, Mount Morris, New Freeport, Rogersville, Spraggs, Blacksville, W. Va., and Waynesburg
Weedville	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, Wilcox, and Penfield
Westford	Conneaut Lake, Jamestown, Linesville, Meadville, and Westford
West Springfield	West Springfield, Albion, Erie, Fairview, and Girard (Verizon North LLC)
Wilcox	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Worthington	Butler (CenturyLink), Ford City, Kittanning, and Worthington

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.37 Yukon-Waltz Telephone Company**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Yukon	West Newton (Verizon Pennsylvania LLC), Yukon

3.2.38 Ironton Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Ironton	Allentown (Verizon Pennsylvania LLC), Bath (Verizon Pennsylvania LLC), Bethlehem (Verizon Pennsylvania LLC), Catasauqua (Verizon Pennsylvania LLC), Coopersburg (Frontier Communications -Commonwealth), Easton (Verizon Pennsylvania LLC), Emmaus (Verizon North LLC), Hellertown (Verizon Pennsylvania LLC), Kempton (Verizon North LLC), Kutztown (Verizon Pennsylvania LLC), Nazareth (Verizon Pennsylvania LLC), New Smithville (Verizon North LLC), New Tripoli (Verizon North LLC), Northampton (Verizon Pennsylvania LLC)

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.39 The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Allensville	Allensville, Belleville, Huntingdon (Verizon Pa.), Lewistown (Verizon Pa.)
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven (Verizon Pa.), Mill Hall
Belleville	Allensville, Belleville, Lewistown (Verizon Pa.), Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City (Verizon Pa.), Mercer (Verizon Pa.)
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, Md. (Verizon Md.), Waynesboro
Bruin	Chicora, North Washington, Parker, Petrolia, Bruin
Butler	Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury, Butler
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Charlesville	Bedford, Charlesville, Everett
Chicora	Bruin, Butler, North Washington, Petrolia, Chicora
Claysburg	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mount Joy, Mountville, Wrightsville (Verizon North)
Connoquenessing	Butler, Evans City, Meridian, Nixon, Prospect, Connoquenessing
Dry Run	Chambersburg, Dry Run
Duncannon	Duncannon, Harrisburg Zone 1, Marysville, New Bloomfield, Newport
East Waterford	Blain, East Waterford, Mifflintown, Port Royal
Eau Claire	Emlenton, Foxburg, North Washington, Parker, Eau Claire
Elizabethtown	Elizabethtown, Columbia, Hershey (Verizon North), Lancaster (Verizon Pa.), Marietta, Mt. Joy, Middletown (Verizon Pa.)
Emlenton	Eau Claire, Foxburg, Parker, Rockland (Windstream), Emlenton
Evans City	Butler, Connoquenessing, Criders Corners (North Pittsburgh Tel. Co.), Nixon, Zelienople (Verizon Pa.), Evans City
Everett	Bedford, Breezewood (Breezewood Tel. Co.), Clearville, Everett

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.39 The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Fairfield	Emmitsburg, Md. (Verizon Md.), Fairfield, Gettysburg
Fayetteville	Chambersburg, Fayetteville
Fishertown	Bedford, Fishertown, Osterburg, Schellsburg
Foxburg	Eau Claire, Emlenton, Parker, Foxburg
Gettysburg	Biglerville, Fairfield, Gettysburg
Greencastle	Chambersburg, Greencastle, Marion, Waynesboro
Hanover	Hanover, Jefferson (Verizon North), Littlestown, New Oxford
Harrisville	Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley (Verizon North), Harrisville, Grove City (Verizon Pa.)
Hewitt	Cumberland, Md. (Verizon MD), Flintstone, Md. (Verizon MD), Hewitt, Oldtown, Md. (Verizon MD), Ridgeley, W. Va. (Verizon WVA), State Line
Hopewell	Everett, Hopewell, Saxton (Verizon Pa.)
Howard	Beech Creek, Bellefonte (Verizon Pa.), Howard, State College (Verizon Pa.), Zion
Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run, Md. (Verizon Md.)
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield
Marietta	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon (Verizon Pa.), Marklesburg
Martinsburg	Altoona (Verizon Pa.), Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring, Williamsburg

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.39 The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Marysville	Duncannon, Harrisburg Zone 1 (Verizon Pa.), Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria (Verizon Pa.), Huntingdon (Verizon Pa.), Mount Union (Verizon Pa.), Marklesburg, McConnellstown
McConnellsburg	McConnellsburg
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian
Mifflintown	East Waterford, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown
Mill Hall	Beech Creek, Lock Haven (Verizon Pa.), Mill Hall
Mount Joy	Mount Joy, Columbia, Elizabethtown, Marietta, Mountville, Lancaster (Verizon Pa.), Landisville (Verizon Pa.), Manheim (Windstream D&E)
Mountville	Mountville, Columbia, Marietta, Millersville (Verizon Pa.), Mount Joy, Lancaster (Verizon Pa.), Landisville (Verizon Pa.)
Mt. Holly Springs	Carlisle, Mt. Holly Springs
New Bloomfield	Duncannon, Ickesburg, Loysville, Millerstown, New Bloomfield, Newport
Newburg	Chambersburg, Newburg, Newville, Shippensburg
New Oxford	East Berlin (Verizon North), Hanover, Littlestown, New Oxford, Gettysburg
Newport	Duncannon, Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport
Newville	Carlisle, Newburg, Newville
Nixon	Butler, Connoquenessing, Evans City, Meridian, Nixon, Saxonburg (North Pittsburgh Tel. Co.)
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.39 The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (Cont’d.)**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Orbisonia	Orbisonia, Mt. Union (Verizon Pa.), Shade Gap, Three Springs
Osterburg	Bedford, Claysburg, Fishertown, Osterburg
Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg (Brookville Tel. Co.), Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City (Verizon Pa.)
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton (Verizon North), Elwood City (Verizon Pa.), Portersville, Zelienople (Verizon Pa.)
Port Royal	East Waterford, Ickesburg, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect
Reedsville	Belleville, Lewistown (Verizon Pa.), Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills (Verizon North), Richfield
Roaring Spring	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 3 – SERVICE AND CALLING AREAS (Cont’d.)****3.2 Calling Areas (Cont’d.)****3.2.39 The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (Cont’d.)**

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

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4 — BASIC SERVICES AND RATES

4.1 Rates

4.1.1 Service is priced on an individual case basis (“ICB”) in response to a *bona fide* special request from a Customer or prospective Customer. Offered rates will vary based upon the availability of existing facilities; the mileage of requested facilities; the need for any new construction; issues related to obtaining access to the Customer’s premises; the terminal equipment selected to support the Services; Customer’s requirements for redundancy, speed and capacity; the term commitment of the customer, if any; and other factors. ICB non-recurring and monthly recurring rates will be offered to the Customer in writing and on a non-discriminatory basis. The rate quote will generally be based upon the following standard rate principles set forth in this Section 4.1 applicable to a typical installation where the Company has existing facilities available.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

4.4 Local Exchange Service

4.4.1 General

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

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

A. Primary Line

The initial local exchange access line per account.

B. Additional Line(s)

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

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

4.5 Local Services Bundles

The Company does not offer a separate Local Service bundle, as its plans include unlimited local and long distance calling in the U.S. and Canada.

4.6 Local Service Packages

4.6.1 General

These plans include the following Customer Calling features:

Visual Voicemail and Voicemail to Email – Service records a caller’s message when you can’t answer the phone. A message waiting indicator lets you know a message has been left for you. Customers have the option to send voicemail to email, where it is shown as a typed message.

Caller ID– Allows a Customer to see a caller’s number previewed on a display screen before the call is answered.

Phone on the Go – Customers can take their home phones with them with the Company’s smartphone app.

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

Call Forwarding – Customer can forward calls to any number.

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

4.5.2 Rates – Business and Residential Customers

Unlimited Calling Plan Monthly Rate

Primary Line	\$140.00
Additional Line(s)	\$120.00

Service Connection Charge, one-time charge per line:

Primary Line	\$160.00
Additional Line(s)	\$30.00

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SECTION 5 — MISCELLANEOUS SERVICES AND RATES

5.1 Service Change Charges

Non-recurring charges may apply to processing Service Orders for new service or for changes in service].

5.1.1 Service Order Charges

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

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

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

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

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

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

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

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

5.1.3 RatesService Order Charges

Primary Service Connection Charge	*
Additional Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$60.00
Transfer of Service Charge, Secondary Line	\$50.00
Technician Dispatch Charge	\$160.00

Change Order Service Charges

Custom Calling Feature Change Order	\$40.00
Telephone Number Change Order	\$40.00
Listing Change Charge	\$10.00

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

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

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. =

	<u>Rate</u>
Per occasion	\$80.00

5.3 Custom Calling Features**5.3.1 Feature Descriptions and Rates**

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

	<u>Rate</u>
Per Month	\$7.00

Call Block – Allows Customer to block calls from different telephone numbers.

	<u>Rate</u>
Per Month	\$12.00
Per Use	\$2.00

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

Call Forward – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature.

	<u>Rate</u>
Per Month (Variable)	\$8.00
Per Month (Select)	\$8.00
Per Month (Ultra)	\$14.00

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

	<u>Rate</u>
Per Month	\$11.00
Per Use	\$2.00

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

	<u>Rate</u>
Per Month	\$5.00

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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

5.3 Custom Calling Features (Cont'd)

5.3.1 Feature Descriptions and Rates (Cont'd)

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered.

	<u>Rate</u>
Per Month	\$5.00

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

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

	<u>Rate</u>
Per Month	\$7.00

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

	<u>Rate</u>
Per Month	\$10.00
Per Use	\$2.00

Voicemail –

	<u>Rate</u>
Per Month (Basic)	\$14.00
Per Month (Family)	\$20.00
Per Month (Value)	\$14.00
Per Month (Greeting Only)	\$10.00

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Effective:

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 3

Talkie Communications, Inc.'s Switched Access Services

Tariff Tariff Telephone - Pa. PUC No. 2

Tariff Schedule Applicable to

Switched Access Services

Telecommunications Services Furnished by

Talkie Communications, Inc.

Between Points Within the State of Pennsylvania

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Sheets 1 through 17 inclusive of this tariff are effective as of the date shown at the bottom of the 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 sheet.

Page	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

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Table of Contents

1	GENERAL	5
	Explanation of Symbols	5
	Application of the Tariff	5
	Definitions	6
2	RULES AND REGULATIONS.....	8
2.1	Undertaking of the Company	8
2.2	Obligations of the Customer.....	8
2.3	Liability of the Company	9
2.4	Application for Service.....	11
2.5	Payment for Service.....	12
2.6	Allowance for Interruptions in Service	13
2.7	Special Customer Arrangements	13
2.8	Unlawful Use of Service	13
2.9	Interference with or Impairment of Service	14
2.10	Telephone Solicitation by Use of Recorded Messages	14
2.11	Overcharge/Undercharge	15
3	DESCRIPTION OF SERVICES	16
3.1	Individual Case Basis ("ICB") Offerings	16
4	RATES AND CHARGES	17

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1 GENERAL

1.1 Explanation of Symbols

- (C) -To signify a changed regulation
- (1) -To signify a discontinued rate or regulation
- (I) -To signify an increase in rate
- (M) -To signify text or rates relocated without change
- (N) -To signify a new rate or regulation or other text
- (R) -To signify a reduction in a rate
- (S) -To signify reissued regulations
- (T) -To signify a change in text but no change in rate
- (Z) -To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory is the Commonwealth of Pennsylvania.

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1.3 Definitions

- 1.3.1 "Carrier," "Company," or "Utility" refers to TALKIE COMMUNICATIONS, INC.
- 1.3.2 "Commission" means the Pennsylvania Public Utility Commission.
- 1.3.3 "Completed call" is a call that the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential! customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the -communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required by the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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Chestertown, MD 21620

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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.
 - 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
 - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives, or invitees or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

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Chestertown, MD 21620

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be should not cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make sue tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company• owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

- 2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error, or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

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2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpa le conduct of the customer or failure of equipment, facilities, or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements, or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement arising from combining or using apparatus and systems o" the customer with facilities of the Company and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not. require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in "Explosive, Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever,

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99 Talbot Blvd.
Chestertown, MD 21620

whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person. which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

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2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Pennsylvania applicable law
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 The Company will not collect attorney fees or court costs from customers.

2.6 Allowance for Interruptions in Service

- 2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agree to abide by the regulations associated with interruptions in service as specified by Code of Pennsylvania Regulations as amended from time to time.

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangement that may include, but are not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other

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99 Talbot Blvd.
Chestertown, MD 21620

special services not offered under this tariff the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or -to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and, if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

- 2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party- or called party-controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

- 2.11.1 Overcharge/undercharge provisions will be in accordance with Pennsylvania applicable law.
- 2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis ("ICB") Offerings

- 3.1.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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Chestertown, MD 21620

4 RATES AND CHARGES

4.1 Switched Access Rate

4.1.1 The Company switched access rate is \$0.00 per minute.

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**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 4

Talkie Communications, Inc.'s Competitive Access Provider Tariff

Tariff Telephone - Pa. PUC No. 3

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 4

Talkie Communications, Inc.'s Competitive Access Provider Tariff

Tariff Telephone - Pa. P.U.C. No. 3

COMPETITIVE ACCESS PROVIDER TARIFF

**TALKIE COMMUNICATIONS, INC.
COMPETITIVE ACCESS PROVIDER
Regulations and Schedule of Charges**

99 Talbot Boulevard, Chestertown, MD 21620

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed competitive access services provided by Talkie Communications, Inc. ("Company") within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission ("Commission"). This Tariff may also be inspected during normal business hours at Talkie Communications, Inc.'s principal place of business at 99 Talbot Boulevard, Chestertown, MD 21620.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission. Any provisions in this Tariff that are inconsistent with any applicable law will be deemed inoperative and suspended.

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By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
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Chestertown, MD 21620

Effective:

COMPETITIVE ACCESS PROVIDER**CHECK SHEET**

The following pages of this Tariff are effective as of the date shown at the bottom of the respective page(s).

<u>Page No.</u>	<u>Revision Level</u>	<u>Page No.</u>	<u>Revision Level</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original		
7	Original		
8	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

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Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

COMPETITIVE ACCESS PROVIDER**TABLE OF CONTENTS**

	<u>Page</u>
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS.....	4
TARIFF FORMAT	5
SECTION 1 – DEFINITIONS	6
SECTION 2 – RULES AND REGULATIONS	8
2.1 Undertaking of the Company.....	8
2.2 Limitations of Service.....	9
2.3 Establishment and Re-establishment of Credit	9
2.4 Credit Limit.....	9
2.5 Notice.....	10
2.6 Payment and Service Cancellation.....	11
2.6.1 Billing and Payment of Charges	11
2.6.2 Taxes	12
2.6.3 Cancellation of Service by Customer	13
2.6.4 Cancellation or Discontinuance of Service by Company	14
2.6.5 Reconnection Fee.....	15
2.7 Liabilities of the Company.....	16
2.7.1 Exclusion of Liability	16
2.7.2 Limitation of Warranties.....	17
2.7.3 Limitation of Liability and Remedies	17
2.7.4 Limitation of Damages	18
2.8 Indemnity	18
2.9 Full Force and Effect	19
2.10 Interruptions in Service.....	20
2.11 Reserved.....	22
2.12 Disputed Bills.....	22
2.13 Temporary Service.....	22
2.14 Service Connections and Facilities	23
2.14.1 Provision of Equipment and Facilities.....	23
2.14.2 Customer Premises.....	25

 Issued:

By: Andre DeMattia, Co-CEO
 Talkie Communications, Inc.
 99 Talbot Boulevard
 Chestertown, MD 21620

Effective:

COMPETITIVE ACCESS PROVIDER**TABLE OF CONTENTS (CONT'D)**

<u>DESCRIPTION/SECTION</u>	<u>Page</u>
2.14.3 Shortage of Equipment or Facilities	26
2.14.4 Interconnection	27
2.14.5 Prohibited Uses	28
2.14.6 Non-Standard Situations	29
2.15 Services Provided by Other Carriers.....	29
2.16 Government Authorizations.....	30
2.17 Temporary Promotional Programs.....	30
2.20 Application for Service	31
2.21 Deposits.....	31
SECTION 3 – SERVICE AND RATES.....	32
3.1 Private Line Service.....	32
3.2 Standard Rates for Non-ICB Services	32
3.2.1 Recurring and Non-Recurring Charges per DS0 pair– Borough Pair.....	32
3.3 Other Terms	33

Issued:

By: Andre DeMattia, Co-CEO
Talkie Communications, Inc.
99 Talbot Boulevard
Chestertown, MD 21620

Effective:

COMPETITIVE ACCESS PROVIDER

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

- (C) To signify changed condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a Customer's bill
- (M) To signify that material has been moved from another Tariff location
- (N) To signify a new rate, regulation condition or page
- (R) To signify a change resulting in a reduction to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

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COMPETITIVE ACCESS PROVIDER**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the heading of each page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the heading of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.3.6.
 - 2.3.6.A.
 - 2.3.6.A.1.
 - 2.3.6.A.1.(a).
 - 2.3.6.A.1.(a).I.
 - 2.3.6.A.1.(a).I.(i).
 - 2.3.6.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. 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 if a particular page is the most current on file with the Commission.

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COMPETITIVE ACCESS PROVIDER

SECTION 1 — DEFINITIONS

Claims: Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights,

Arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal therefrom.

Commission: Pennsylvania Public Utility Commission

Company: Talkie Communications, Inc., the issuer of this Tariff - also referred to as the Carrier.

Competitive Local Exchange Carrier (CLEC): A company, other than an ILEC, certified by the Commission to offer local exchange telecommunications service.

Customer: The person, firm, corporation or other entity which orders or uses Service, has agreed by signature or otherwise to honor the terms of the Service herein, or any individually negotiated contract, and is responsible for the payment of rates and charges for Service to call customer locations and for compliance with the terms and conditions of this Tariff. The Customer is not necessarily the End User of the Company's Service.

End User: A user of any Service provided by or through the Company's facilities or Service, regardless of whether such person is a Customer.

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Chestertown, MD 21620

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COMPETITIVE ACCESS PROVIDER

SECTION 1 — DEFINITIONS (CONT'D)

Incumbent Local Exchange Carrier (ILEC): An Incumbent Local Exchange Carrier as defined in Section 251(h)(1) of the Federal Telecommunications Act of 1996.

Premises: The space occupied or controlled by a Customer in a building or buildings.

Service: Any Service offered by Company to a Customer.

State: The Commonwealth of Pennsylvania.

Third Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

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Chestertown, MD 21620

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 Company undertakes to furnish private line communications service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and terminate within the State.
- 2.1.2 Company's service offerings consist of any of the Service offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered through Company facilities, resold Service, transmission facilities provided by other communications providers, or any combination thereof.
- 2.1.3 Company is responsible only for the Service and facilities it provides under this Tariff, and it assumes no responsibility for any Service provided by any other entity that provides communications service through Company Service or facilities in order to originate and/or terminate such other company's Service.
- 2.1.4 Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date. Company does not guarantee availability by any such date and shall not be liable for any Claims arising out of delays in commencing Service to any Customer.

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff. Company shall have no obligation to construct facilities where they do not exist. Unless the Company determines otherwise on an individual case basis (ICB), Service is only available to access other users of the Company's private network and does not permit access to the Public Switched Telephone Network.
- 2.2.2 Service may not be used for any unlawful purpose.
- 2.2.3 Service may be subject to Company's acquisition and maintenance of an agreement to access the Premises under terms and conditions acceptable to Company, and Service may be denied or discontinued if Company is unable to acquire or maintain such agreement.

2.3 Establishment and Re-establishment of Credit

- 2.3.1 Company may conduct a credit investigation of each new Customer prior to accepting a written application or oral request for Service. Company reserves the right to reject a written application or oral request for Service if its investigation reveals that the applicant is a poor credit risk in Company's sole opinion.
- 2.3.2 A Customer whose Service from Company was discontinued for nonpayment of bills will not be entitled to restoration of Service or new Service until all past due amounts have been paid, or satisfactory payment arrangements have been agreed upon and made in a timely manner.

2.4 Credit Limit

Company may, at any time and at its sole discretion, set a credit limit or require such other financial terms, including but not limited to, pre-payment or deposits, for any Customer's consumption of Service for any period.

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Chestertown, MD 21620

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Notice

Notice shall be deemed properly given:

- A. upon delivery, if delivered in person;
- B. on the third day after depositing the notice or communication, prepaid and properly addressed, with a private delivery service or in the U.S. mail, unless deposited in the U.S. mail on a Sunday or holiday in which case notice is deemed to be given on the third day from the next business day;
- C. upon actual receipt, or upon refusal of receipt by the addressee, whichever of the above occurs first; or
- D. by electronic device, facsimile or e-mail with confirmation of receipt.

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation

2.6.1 Billing and Payment of Charges

- A. Unless otherwise indicated in this Tariff or in the specific terms and conditions set forth in the Customer's agreement, Service is billed after it is received. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Tariff for the Service, unless otherwise set forth in the Customer's agreement.
- B. Unless otherwise indicated in this Tariff, bills are due and payable thirty (30) days from the date of the invoice, or later if required by law. Balances that remain unpaid after the due date may be charged a late fee of one and a quarter (1.25) percent per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.
- C. In addition to the late fee set forth in B above, Company shall provide written notice of payment delinquency to Customer. Failure to make payment for all arrearages within five business days of receipt of such notice shall subject Customer to risk of service interruption or cancellation, in addition to payment of termination liability for that Service in accordance with 2.6.4(C).
- D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If no notice is received by Company within sixty (60) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.1 Billing and Payment of Charges (Cont'd)

- E. Initial billing for set-up and installation charges or monthly service fees will be billed with the first month's billing and will not commence for any new Customer until the Customer has actually been placed in service.
- F. Billing for partial months will be pro-rated based on the actual number of days service is provided as compared to the total number of days in that month.

2.6.2 Taxes

A. Taxes and Surcharges

In addition to all recurring, non-recurring, minimum, usage, surcharges, property service, or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use, telecommunications and excise taxes.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.3 Cancellation of Service by Customer

- A. Unless otherwise agreed upon between Company and Customer, the Customer may cancel an order for Service by giving written notice to Company on or before the day prior to the day Service is scheduled to commence; provided, however, that in the event of any such cancellation prior to commencement of Service, Customer shall pay the installation charges for the Service and the monthly recurring charges for the first month of Service.
- B. The Customer may cancel Service at any time after Service commences by giving Company at least 30 days prior written notice, unless the Customer's Service agreement with Company requires a minimum term. A termination fee may apply pursuant to the Customer's service agreement. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.4 Cancellation or Discontinuance of Service by Company

- A. The Company may immediately and without notice to the Customer, without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer in the event such Customer or his agent or employee willfully damages company equipment; interferes with use of Company's Service by other Customers of Company; unreasonably places capacity demands upon Company's facilities or Service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this Tariff, and/or pertinent contract, or applicable law.
- B. In the event the Customer is the subject of any voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a bankruptcy court, or executes an assignment for the benefit of creditors; or in the event of nonpayment of any bill rendered by the Company, or the non-payment of any required deposit, the Company may terminate Service two days after written notice is delivered to the Customer or its authorized agent, or five days after such notice is mailed by first class mail to the Customer or his authorized agent. In the case of non-payment of any bill or deposit, Service need not be restored until the bill rendered or the required deposit has been paid; provided, however, that in the case of any Customer capable of obtaining access to local exchange service only through the Company's system, local service may not be terminated until ten days after delivery of written notice or thirteen days after mailing written notice by first class mail.
- C. In the event of the nonpayment of any bill rendered by the Carrier, or the non-payment of any required deposit, the Carrier may terminate Service in accordance with 2.6.1C.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.4 Cancellation or Discontinuance of Service by Company (Cont'd)

- D. In the event that, prior to the expiration of the service term, Customer terminates Service as provided elsewhere in the Tariff or in the event that the delivery of Service is terminated by Company pursuant to the terms of this Tariff, Customer shall pay a termination charge equal to the sum of the monthly recurring charges that would have been incurred for the Service through the end of the service term including the monthly recurring costs associated with any third party service provided to Customer by Company.

2.6.5 Reconnection Fee

- A. A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Service after Company has temporarily or permanently suspended or discontinued Service to Customer for any reason allowed by this Tariff. In addition to the reconnection fee, Customer shall make payment of all outstanding arrearages prior to resumption of Service by Company.

B. Reconnection Schedule

Company will exercise commercially reasonable efforts to timely resume Service to Customer upon Customer's payment of all arrearages and the Reconnection Fee. However, the timing of resumption of any disconnected Service is not guaranteed and may be delayed based on the availability of capacity on Company's network and the reconnection of any third party service necessary for the resumption of Service to Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company

The Company's liability for Claims shall be governed by the following terms and conditions:

- 2.7.1 **Exclusion of Liability.** The terms of this Section shall apply notwithstanding the failure of any exclusive remedy. Company shall not be liable for Claims made against it:
- A. Due to the fault or negligence of the Customer or any End User of Service, or the failure or malfunction of equipment or facilities provided by Customer, any End User or Customer's vendor or supplier; or for any Claims made by persons or entities who are not the Customer; or
 - B. Due to the acts or omissions of any entity furnishing telecommunications service or equipment to Company or to Customer, that is used with the Service Company offers; or
 - C. Due to conditions beyond the reasonable control of Company, including but not limited to, acts of nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; and national emergencies, insurrections, riots, wars, unavailability of rights of way, fiber cuts, permits or materials, strikes, lock-outs, work stoppages or other labor difficulties; or
 - D. For any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise; or

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- E. For any arbitration, action or proceeding against the Company that is commenced more than one year after the Service was rendered or was to have been rendered by Company.

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Cont'd)

2.7.2 LIMITATION OF WARRANTIES.

COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR FACILITIES PROVIDED BY COMPANY OR ANY THIRD PARTY PROVIDERS WHOSE SERVICE WERE ARRANGED FOR AND PROVIDED TO CUSTOMER BY COMPANY AND COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.7.3 Limitation of Liability and Remedies

Company's liability for all Claims shall be limited to the lesser of a credit calculated in accordance with Commission's out-of-service credit rules, if any, or any Customer Contract. Except with respect to such out-of-service credits, Customer's sole remedy for all Claims against Company by Customer shall be limited to the repair or replacement of the Service or Company facilities affected, subject to the Company's additional right to withdraw or terminate Service as set forth in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Cont'd)

2.7.4 Limitation of Damages

If Company has any liability that is not excluded or limited above, Company's entire liability for such Claims regardless of the form of action (including contract, tort, strict liability or otherwise) shall be limited to the following:

- A. For damages to real or tangible personal property, Company's liability shall be limited to proven direct damages;
- B. For bodily injury to or death of any person, Company's liability shall be limited to the proven general and special damages;
- C. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any delayed installation of Company facilities or commencement of Service shall be limited to proven direct damages in an amount not to exceed One Hundred Dollars (\$100.00);
- D. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any other claims shall be limited to proven direct damages in an amount not to exceed the total of all payments made by the Customer to the Company within the twelve (12) month period prior to the date the Claim arose.

2.8 Indemnity

The Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the Service, against any claim, loss or damage arising from the use or inability to use the Service furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff.

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect, subject to the Company's right to modify the Tariff.

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COMPETITIVE ACCESS PROVIDER

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service

2.10.1 Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, as provided for in the Customer's agreement for private line service, provided that no credit is allowed for the following:

- A. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered one (1) interruption.
- B. Interruptions caused by Customer;
- C. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;
- D. Any period in which Company is not given access to the Service Premises;
- E. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and facilities in satisfactory operating condition;
- F. Interruptions due to the non-compliance by the Customer with the provisions of this Tariff or the Tariff of other common carriers providing Service connected to the Service of Company; and
- G. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service_(Continued)

2.10.2 Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Tariff.

2.10.3 A Customer is entitled to an interruption in Service credit upon request for any period during which Service provided to the Customer is out of service, except as specified in this Section or in the Customer's agreement. Out of service conditions are defined as complete loss of the ability to originate or receive a communication through the Service. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative.

2.10.4 The Company will follow the Commission's rules in the case of a major outage and/or service interruption, including PSC out-of-service credit rules.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Reserved

2.12 Disputed Bills

- 2.12.1 The Customer shall promptly notify Company's Customer Support Department of any disputed items on a bill. If no notice is received within sixty (60) days of receipt of the bill, the bill shall be considered correct and binding upon the Customer.
- 2.12.2 The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.
- 2.12.3 The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.
- 2.12.4 Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as reasonably possible.
- 2.12.5 Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.

2.13 Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis (ICB). Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its customers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities

2.14.1 Provision of Equipment and Facilities

- A. Title to all Company facilities provided in accordance with this Tariff remains with Company, or its agents or subcontractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company facilities and associated equipment provided by Company hereunder.
- B. Company undertakes to use reasonable efforts to maintain only Company facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, restrict Company's access to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.
- C. Any equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Service shall not be used for any purpose other than that for which Company provided the equipment.

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COMPETITIVE ACCESS PROVIDER**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.14 Service Connections and Facilities (Cont'd)****2.14.1 Provision of Equipment and Facilities (Cont'd)**

- D. Unless otherwise agreed upon between Company and Customer, Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company facilities or equipment furnished pursuant to this Tariff as provided in this Tariff, as allowed by law, or with Company's consent. Unless otherwise specified in this Tariff or in an agreement between Company and Customer, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. The reception of signals by Customer-provided equipment.
- E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and facilities are compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification page for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or facilities. Any additional protective equipment

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required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Cont'd)

2.14.1 Provision of Equipment and Facilities (Cont'd)

- F. Any special interface equipment necessary to achieve compatibility between Company facilities and equipment used for furnishing Service and the channels, facilities or equipment of others shall be provided by Customer at the Customer's expense.

2.14.2 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Service at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Cont'd)

2.14.3 Shortage of Equipment or Facilities

- A. Company's acceptance of orders for Service and reconnection of any Service pursuant to Section 2.6, above, is subject to the availability of adequate Company facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company facilities or equipment available to provide the Service.
- B. Company reserves the right to limit or to allocate the use of existing Company facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company facilities, or due to any other cause beyond Company's control.
- C. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company facilities and is limited to the capacity of Company facilities, as well as facilities Company may obtain from other carriers to furnish Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Cont'd)

2.14.4 Interconnection

- A. Service furnished by Company may be interconnected with Service or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.
- B. Interconnection with the facilities or Service of other carriers shall be subject to the applicable terms and conditions of this Tariff and the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Cont'd)

2.14.5 Prohibited Uses

- A. The Service Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer or disposition without consent shall be null and void.
- C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the Service so as to interfere with or impair Service over any Company facilities and associated equipment, or so as to impair the privacy of any communications over such Company facilities and associated equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Cont'd)

2.14.6 Non-Standard Situations

At the Customer's request and the acceptance by Company, at Company's sole discretion, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis ("ICB"). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.15 Service Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges or disputes related to Service used by the Customer or End User which are not included in the Service herein. The Customer or End User shall be fully responsible for the payment of any bills for such Service and for the resolution of any disputes or discrepancies with other Carriers.

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COMPETITIVE ACCESS PROVIDER**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.16 Governmental Authorizations**

The provision of Company's Service is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

2.17 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a Service not previously received by the Customer.

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

2.18 [Reserved]

2.19 [Reserved]

2.20 **Application for Service**

Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service. Company will have no obligation to provide Service until and unless Customer's authorized representative duly executes appropriate documentation.

2.21 **Deposits**

Deposits may be required when, in the sole judgment of the Company, security is required to assure payment by the Customer of projected billing. Deposits shall be limited to two months charges or as estimated by the Company.

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COMPETITIVE ACCESS PROVIDER**SECTION 3 - SERVICE AND RATES****3.1. Private Line Service**

Company provides services offered within this Tariff on an individual case basis (“ICB”). Arrangements are typically developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer often to develop a competitive bid for services. Such contracts may, among other things, contain volume and term commitments and/or discounts, and may contain provisions governing termination of Service prior to expiration of contracts. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis and will be provided to the Commission upon request. The rates will be made available to similarly situated customers on a non-discriminatory basis. Except as specifically indicated, the rates set forth in this section are for services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

3.2. Standard Rates for Non-ICB Services

Where Company's facilities (or other facilities suitable for use by Company in its sole discretion) are available, and where service is not covered under an ICB contact under Section 3.1, then the following rates apply:

3.2.1 Recurring and Non-Recurring Charges per DS0 pair– Borough Pair.

Service is available at the following rates between the Borough pair in the table below on a per DS0 and per mile basis:

Transmission Speed	Standard Monthly Recurring Charge per DS0, per Mile from (a) 5 Valley Street, Glen Rock, PA to (b) 15 Cherry Street, Hanover, PA	Non-Recurring Installation Charges, per DS0, per mile
DS0	\$1,000.00	\$2,500.00

Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an ICB arrangement pursuant to Section 3.1, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge agreed to between Customer and Company.

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COMPETITIVE ACCESS PROVIDER

SECTION 3 - SERVICE AND RATES

3.3 Other Terms

Unless otherwise specified in such individual/ICB contracts referenced in Section 3.1, the rules, regulations, terms and conditions set forth in this tariff shall be incorporated into, and shall be an integral part of, said individual contracts. In the event of any conflict between the terms of this tariff and the terms of an individually negotiated contract between Customer and Company, the terms of the individually negotiated contract shall prevail.

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**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 5

Talkie Communications, Inc.'s Financial Statements

[PUBLIC-REDACTED]

**The Confidential Exhibit 5 is being filed separately
under seal.**

**Application of Talkie Communications, Inc. for Approval of Authority
to Offer, Render, Furnish, or Supply Telecommunications Services to the Public
in the Commonwealth of Pennsylvania**

Exhibit 6

Talkie's Detailed Response to No. 19 Compliance

Talkie's Detailed Response to No. 19 Compliance

- **FCC Notice of Apparent Liability for Forfeiture:**

On November 4, 2021, Talkie Communications, Inc. ("Talkie") gave notice to the Federal Communications Commission ("FCC") of its intention to default on and to not pursue RDOF support on its winning bid associated with CBG MD-039-9302001 (which is one (1) Census Block Group ("CBG") amounting to a total of \$121,710.00, within its numerous RDOF awarded areas/CBGs), located on Smith Island, Maryland, as Talkie had uncovered significant wasteful spending and various technical barrier concerns that made the deployment of Talkie's Fiber-to-the-Home ("FTTH") network to this CBG infeasible. See <https://www.fcc.gov/ecfs/document/10831083773190/1>

On December 9, 2021, Talkie filed a Petition for Waiver of this default due to wasteful spending and various technical barrier concerns. See *id.* As indicated in this Petition for Waiver, Smith Island is only accessible by boat and there are no bridges or other above water structures that Talkie's fiber could be attached to so as to connect to the Island. Moreover, it is widely acknowledged that Smith Island has substantially eroded due to sea rise caused by global warming. In fact, over the past 150 years, Smith Island has lost 3,300 acres due to sea rise leaving only 900 acres of habitable land, and projections show that this erosion will continue and that by the year 2100, the island will be "almost completely underwater." See *id.* at 5 (citing Andrew Zaleski, *Smith Island Is Sinking Into the Chesapeake Bay Thanks to Climate Change*, Newsweek, Nov. 1, 2015, available at <https://www.newsweek.com/smith-island-sinking-chesapeake-bay-thanks-climate-change-389131>). Given this concern, Maryland's Department of Housing and Community Development offered buyouts for residents in 2012 so that they could move off the Island. In light of the above issues, Talkie believes it would have been a waste of funds for RDOF to fund the deployment of an expensive fiber-based broadband network to an island that is eroding and will eventually be underwater.

On January 28, 2022, the FCC's Wireline Competition Bureau declared Talkie to be in default of that one (1) CBG and referred the company to the Enforcement Bureau for regulatory enforcement action. See DA 22-96 at 5-6 and Attachment B at 43 of 46 (referencing Talkie for one Winning Bid name (a.k.a. CBG). On July 22, 2022, the FCC issued a Notice of Apparent Liability for Forfeiture in the amount of \$3,000 against Talkie (along with many other RDOF winners that had defaulted). See FCC 22-59 at Appendix A, para. 56. Talkie has paid this forfeiture amount and has not defaulted on any other of its RDOF-awarded CBGs.

- **Dismissed Verizon Maryland LLC Complaint:**

On February 26, 2025, Verizon Maryland LLC ("Verizon") filed a civil lawsuit against Talkie in the District Court for Worcester County, Maryland, docketed as Case No. D-024-CV-25-007445 in which Verizon alleged that Talkie cut Verizon's cable on or about January 6, 2023 at or near 12702 Campbelltown Rd., Bishopville, Maryland and alleged, among other things, negligence, trespass/interference with easement/franchise, and nuisance associated with this cable cut. The dispute has been resolved and the case was dismissed on May 23, 2025.

- **Dismissed Delmarva Power and Light Company Complaint:**

On November 3, 2025, a writ of summons was filed against Talkie by Delmarva Power and Light Company ("Delmarva") in the Circuit Court of Cecil County, docketed as Case No.: C.A. C-07-CV-25-000490. The complaint alleged that on November 9, 2022, Talkie was excavating with a ditch witch trencher on

Augustine Herman Highway in Chesapeake City, Maryland, for the installation of fiber conduit and a hand hole. Delmarva further alleged that Talkie hit the private, underground, million 34KV electric cable, causing multiple outages that required multiple Delmarva crews to perform repairs over multiple days. The dispute has been resolved and the case was dismissed on January 7, 2026.

CERTIFICATE OF SERVICE

I hereby certify that I have this day have caused to be served, via email, a true and correct copy of the Public Version of the foregoing Application dated April 10, 2026, upon the parties listed below.

Service by Electronic Mail:

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Armstrong Telephone
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Frontier Communications

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- Frontier Communications of
Breezewood, LLC
- Frontier Communications of Canton,
LLC
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- Frontier Communications-Oswayo
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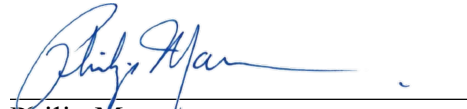
- Windstream Buffalo Valley
 - Windstream Conestoga, Inc.
 - Windstream D&E, Inc.
 - Windstream Pennsylvania, LLC
- Susan Schraibman, President of State
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See also contacts on Pennsylvania's 911
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Respectfully,



Philip Macres

Dated: April 10, 2026



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