

NETCARRIER TELECOM, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL AND INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK  
Applicable in New York State

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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## TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the Page and are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a number is added. For example, a 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 NYDPS. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the NYDPS follows in its tariff approval process, the most current Page number on file with the Department is not always the tariff Page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange communications services by NetCarrier Telecom, Inc. hereinafter referred to as the Company, to Customers within the state of New York. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New York Department of Public Service. In addition, this tariff is available for review at the main office of NetCarrier Telecom, Inc. at 4000 N. Cannon Avenue, Landsale, Pennsylvania 19446.

## SECTION 1.0 - DEFINITIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – NetCarrier Telecom, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company services.

SECTION 1.0 – DEFINITIONS, (CONT'D.)

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Department - New York Department of Public Service

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

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

SECTION 1.0 – DEFINITIONS, (CONT'D.)

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

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

PIN - Personal Identification Number. See Authorization Code.



SECTION 1.0 – DEFINITIONS, (CONT'D.)

Point of Presence (“POP”) - Point of Presence

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

SECTION 1.0 – DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

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## SECTION 2.0 - 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 originating from points within the State of New York.

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

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

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days (30), 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in the tariff, 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- C. Except as otherwise stated in the tariff, 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 that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.
- F. 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, or purchase any services in order to have the right to obtain service directly from the Company.
- G. 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency Number 911 Service:
  - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (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 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service:, (Cont'd.)**

2. 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, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. 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 governmental 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.

**2.1.5 Notification of Service-Affecting Activities**

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



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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. 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.
- C. 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 the Customer.
- D. 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.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. 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:
  - 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 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 is that construction undertaken:

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

2.1.9 Ownership of Facilities

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

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SECTION 2.0 - 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 Department regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- H. 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 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission 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.
- D. 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 59.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) 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 2.0 - 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 sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within fifteen (15) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within fifteen (15) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.



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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- F. Customers will be assessed a charge, as set forth in the Current Rates section of this Tariff, for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Customer Overpayments**

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment rate.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer overpayment was originally recorded to the Customer account by the Company.

**2.5.4 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Department of Public Service, Three Empire State Plaza Albany, New York 12223.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring 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 non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. The Company will not condition service upon payment in advance for any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments.

2.5.6 Deposits

Subject to special provisions as may be set forth in this tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Department pertaining to Customer deposits.

A. Interest on Deposits

Simple interest at the rate specified by the Department shall be credited or paid to the Customer while the Company holds the deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Deposits, (Cont'd.)

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check

D. For Residential Customers

1. General

Except as provided in the following, the Company may require a deposit, as described in Section 2.5.6 A-C of this tariff, from a residential Customer who is applying for service if the Customer:

- a. has had service terminated for nonpayment once within the preceding six month period.
- b. is delinquent in payment. A Customer is delinquent in payment if that Customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.
- c. fails to provide reasonable proof of identity.
- d. does not give the Company permission to determine the existence of reportable charges or if the Customer has been terminated for nonpayment during the preceding six (6) months on a current or previous account with other local telephone companies.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.6 Deposits, (Cont'd.)****D. For Residential Customers, (Cont'd.)****1. General, (Cont'd.)**

An existing Customer is an applicant for service who was a Customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential Customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new Customer is an applicant for service who has not been a Customer of the Company within twelve months of making the request for service. A new Customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal Customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal Customer may be required to post a deposit.

**2. Customers Exempt from Deposits**

A new Customer or existing Customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing Customer, the Company may suspend or terminate service unless the Customer pays the required deposit. Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Deposits, (Cont'd.)

D. For Residential Customers, (Cont'd.)

3. Recent Payment History

A Customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A Customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the Customer had service for three months and was not terminated for nonpayment during that period.

New deposits from a residential Customer is reviewed after the first three (3) monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service****2.6.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

**2.6.2 Exceptions to Suspension and Termination**

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for services that have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Department of Public Service Rules and Regulations contained in Part 609 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 Exceptions to Suspension and Termination, (Cont'd.)

E. Nonpayment of backbilled amounts.

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Department of Public Service, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

2.6.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

- 1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- 2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or



SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

A. General, (Cont'd.)

3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - No charge shall apply for the period during which service had been terminated, and
  - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation of Application for Service

2.7.1 Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, 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 levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

2.7.3 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.

2.7.4 The special charges described in 2.7.3 will be calculated and applied on a case-by-case basis.

2.8 Changes in Service Requested

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 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 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.9.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances, (Cont'd.)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

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

2.9.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro 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.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Allowances for Interruptions in Service, (Cont'd.)

## 2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

## 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

## E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

## F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one (1) month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.5 Cancellation For Service Interruption

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

2.10 Use of Customer's Service by Others

2.10.1 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.

2.11 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 2.9.1 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.

2.11.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. 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;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability, (Cont'd.)

2.11.1 Termination Liability, (Cont'd.)

- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.12 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.13 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:

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

2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.



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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network, (Cont'd.)

- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.15 Notices and Communications

- 2.15.1 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.

- 2.15.2 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Notices and Communications

2.15.3 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, or when actually received or refused by the addressee, whichever occurs first.

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

2.16 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the net income of the Company, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.16.1 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Department, and as directed by the Department. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Department may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Department.

2.16.2 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Taxes, Fees and Surcharges, (Cont'd.)

2.16.2 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes, (Cont'd.)

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

2.17 Telephone Number Changes

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.18 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Department rules shall be kept on file in the office of the Company as required under Department rules.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Additional Provisions Applicable to Business Customers

2.19.1 Application of Rates

- A. Business rates apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
  2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  3. At any location when the listing or public advertising indicates a business or a profession;
  4. At any location where the service includes an extension that is at a location where business rates apply unless the extension is restricted to incoming calls;
  5. At any location where the Customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

2.19.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Additional Provisions Applicable to Business Customers, (Cont'd.)

2.19.2 Telephone Number Changes, (Cont'd.)

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.19.3 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.19.4 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the business Customer.

2.20 Additional Provisions Applicable to Residential Customers

2.20.1 Application of Rates

Residential rates apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment, and joint users.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.20 Additional Provisions Applicable to Residential Customers, (Cont'd.)****2.20.2 Telephone Number Changes, (Cont'd.)**

When a residential Customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a Customer for local service.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.20.3 Installment Billing For Nonrecurring Charges**

A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

1. Installment billing may be used only by residential Customers;
2. Charges will be billed in the number of installments of equal dollar amounts as requested by the Customer up to a maximum of 12 installments over the course of 12 months;
3. A Customer may not pay a portion of the charges and then request installment billing for the remaining charges;
4. More than one installment plan may be in effect for the same Customer at the same time;
5. If a Customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
6. A Customer may elect to pay the unbilled charges before the expiration of the installment plan;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.20.3 Installment Billing For Nonrecurring Charges, (Cont'd.)

Installment billing is subject to the following restrictions:, (Cont'd.)

7. Installment billing payments will continue even when an account is temporarily suspended;
8. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.20.4 Adjusted Payment Schedule

A Customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.20.5 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- B. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, and between the hours of 8 a.m. and 3 p.m. on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Department may direct that service be reconnected in less than 24 hours.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.20.6 Deferred Payment Agreements

Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more month's service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible Customer a DPA in accordance with the Department's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Department. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the Customer and the Company.

If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Department in writing of the reasons for its belief. The Department shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies and a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.20.7 Dishonored Checks

When a check received from a residential Customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the Customer has not submitted a dishonored check within the past 12 months.

2.20.8 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the Customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the Company is advised that a new Customer has moved into the location.



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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.20 Additional Provisions Applicable to Residential Customers, (Cont'd.)****2.20.9 Suspension or Termination - Medical Emergencies**

In the event of a medical emergency as defined in 16NYCRR, Sec. 609.5, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609.5, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Department until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

**2.20.10 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- A. the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609.5, or
- B. the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the Customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan.

**2.20.11 Backbilling for Residential Customers**

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 24 months prior to the mailing of the bill or the upward adjustment for service to the residential Customer unless the culpable conduct of the Customer caused or contributed to the failure of the Company to render timely or accurate billing. If the Customer is liable for any service and the delay in billing was not due to the culpable conduct of the Customer, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for nonpayment of charges billed in excess of six months after the service was provided and that payments may be made under an installment payment plan.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.20.11 Backbilling for Residential Customers, (Cont'd.)

Any such installment plan will be consistent with the Customer ability to pay and for a reasonable period of time that shall not be less than one month for each month represented by the late-billed charges, unless otherwise agreed to by the Customer. If requested by the Customer, the explanation for the late billing and the installment payment plan will be provided in writing. An adjustment to increase previously rendered bills more than 6 months after the time service was provided shall be made within 4 months of the final resolution of the billing dispute.

2.21 Flexible Pricing

2.21.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one days notice to Customers and the Department of Public Service.

2.21.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Department.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Department regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.22 Automatic Number Identification

2.22.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Department

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.22 Automatic Number Identification, (Cont'd.)****2.22.2 Terms and Conditions**

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Department prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

**2.23 Schools and Libraries Discount Program****2.23.1 General**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Department of Public Service in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.23 Schools and Libraries Discount Program, (Cont'd.)

2.23.2 Regulations

- A. Obligation of eligible schools and libraries
1. Request for service
    - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
    - c. Service requested will be used for educational purposes.
    - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- B. Obligations of the Company
1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
  2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York Department of Public Service approval.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.23 Schools and Libraries Discount Program, (Cont'd.)

2.23.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.24 Health Care Providers Support Program****2.24.1 General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Department of Public Service in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

**2.24.2 Regulations**

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.24 Health Care Providers Support Program, (Cont'd.)

2.24.2 Regulations

D. Responsibility of eligible health care providers

4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 2.23.3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.23.1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York Department of Public Service approval.

2.24.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C, which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.



SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.24 Health Care Providers Support Program, (Cont'd.)

2.24.3 Rates and Charges, (Cont'd.)

- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
  
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.25 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

2.25.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.25 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)****2.25.2 TSP Request Process****A. Restoration**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.25 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)****2.25.2 TSP Request Process, (Cont'd.)****B. Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.25.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.24.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

**2.25.3 Responsibilities of the End-User**

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.25 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.25.3 Responsibilities of the End-User

- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.25.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.25 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.25.4 Responsibilities of the Company, (Cont'd.)

The Company will perform the following:

- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.25.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.26 Caller ID Unblocking****2.26.1 311 / 911 Caller ID Blocking \***

The City of New York 311 Call Center provides consolidated access to non-emergency municipal services and information 24 hours per day, 365 days per year. Callers have the ability to access City departments and services by using the 311 abbreviated dialing code instead of dialing a particular seven-digit number. In certain circumstances, calls to the 311 Call Center involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center will be unable to determine the caller's location. Thus, by Order dated April 18, 2003 (Case 03-C00171), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 311 Call Center. This ruling applies only to calls made to the 311 Call Center and not to any other municipal office.

**2.26.2 211 / 911 Caller ID Unblocking**

The City of New York 211 Call Center provides a means of accessing community information and referral services within the Five Boroughs. Callers dialing 211 from telephones located within New York City will reach the Call Center where the calls will be routed to call takers trained to provide basic health and human services information. In certain circumstances, calls to the 211 Call Center may involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center operator will be unable to determine the caller's location. By Order dated May 28, 2008 (Case 07-C-1091), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 211 Call Center. This ruling applies only to calls to the 211 Call Center and not to any other municipal office.

\* Caller ID Blocking is deactivated for calls to 211 or 311 or 911 in the New York exchange only.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.27 Flexible Pricing

2.27.1 Description

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one days notice to Customers and the Department of Public Service.

2.27.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Department.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Department regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.



SECTION 3.0 - SERVICE AREAS

3.1 Local Calling Areas

3.1.1 Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by Verizon New York, Inc.

3.1.2 The Company will mirror the local and regional calling areas as identified by Verizon.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges

4.1.1 General

Nonrecurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Service Order Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features, directory listing changes or additions and billing or contact information changes to Customer accounts. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

Move Charge - applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number change, a separate charge may apply.

Telephone Number Change Charge - applies to each Customer-initiated change in telephone number.

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 SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.1 Service Order and Change Charges, (Cont'd.)

	<u>Minimum</u>	<u>Maximum</u>
New Installation Charge, per line:	\$28.00	\$112.00
Service Order Change Charge, per order:	\$28.00	\$112.00
Move Charge, per request:	\$28.00	\$112.00
Telephone Number Change Charge, per request:	\$28.00	\$112.00

## 4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	<u>Minimum</u>	<u>Maximum</u>
Restoration, per line:	\$18.00	\$158.00

## 4.3 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Non-Union		<u>Minimum</u>	<u>Maximum</u>
Initial 15 minutes		\$30.00	\$120.00
Each Additional 15 minutes		\$ 9.00	\$ 36.00
Union		<u>Minimum</u>	<u>Maximum</u>
Initial Hour*, Per Hour		\$45.00	\$190.00
8+ Hours - Same Day, Per Hour		\$42.00	\$170.00
<i>*Two Hour Minimum.</i>			

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.4 Carrier Presubscription****4.4.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:**

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription or which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.4 Carrier Presubscription, (Cont'd.)****4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

**4.4.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

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

B. Nonrecurring Charges

Per business or residence line, trunk, or port	<u>Minimum</u>	<u>Maximum</u>
Initial Line, or Trunk or Port	\$2.50	\$10.00
Additional Line, Trunk or Port	\$2.50	\$10.00

4.5 Pay Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The ay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call. Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Call:	\$0.25	\$1.00

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## SECTION 5 – LOCAL EXCHANGE SERVICE

### 5.1 General

Local exchange service is offered to Customers on a presubscription basis from equal access originating end offices only. Unless otherwise specified, the minimum term is one (1) month. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other nonrecurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

#### 5.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.
- C. Residence rates apply at the following locations, among others:
  - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.

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SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Application of Business and Residential Rates

C. Residence rates apply at the following locations, among others:

2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

5.1.2 Charges Based on Duration of Use

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

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



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**SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)****5.1 General, (Cont'd.)****5.1.3 Call Timing for Usage Sensitive Services**

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

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

**5.1.4 Service Terms and Conditions**

Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

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**SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)****5.1 General, (Cont'd.)****5.1.4 Service Terms and Conditions, (Cont'd.)**

Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line – The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

**5.1.5 Recurring and Nonrecurring Charges**

Recurring charges for local and long distance services are billed monthly in advance. Nonrecurring charges for usage and installation or rearrangement of service, as applicable, are billed on the next month's bill.

A one-time set up fee per account may apply.

**5.2 Copper Advantage Bundled Service****5.2.1 Description**

Copper Advance is a bundled service offering available to business Customers only that includes a local line with long distance service outbound or toll free inbound calling and enhanced features. Nonrecurring charges as described in Section 4 apply in addition to the monthly recurring charges and the per minute usage rates.

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 SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

## 5.2 Copper Advantage Bundled Service, (Cont'd.)

## 5.2.2 Rates and Charges

## A. Monthly Recurring Charges

	<u>Minimum</u>	<u>Maximum</u>
Cell Density 1a	\$ 7.00	\$28.00
Cell Density 1b	\$ 9.00	\$36.00
Cell Density 2	\$10.00	\$46.00

## B. Per Minute Usage Rates

	<u>Minimum</u>	<u>Maximum</u>
Local Usage	\$0.015	\$0.060
IntraLATA/InterLATA Usage	\$0.030	\$0.120
Toll Free Usage	\$0.030	\$0.120

## C. Nonrecurring Charges

See Section 4

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**SECTION 6 – SUPPLEMENTAL SERVICES****6.1 Operator Service****6.1.1 Description**

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** – This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** – These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** – This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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 SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

## 6.1 Operator Service, (Cont'd.)

## 6.1.2 Rates and Charges

## A. Usage Charges

Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service.

## B. Per Call Service Charges

	Per Call Service Charge	
	<u>Minimum</u>	<u>Maximum</u>
Third Party Billing	\$1.00	\$6.00
Collect Calls	\$1.00	\$6.00
Calling Cards	\$1.00	\$6.00
Person to Person	\$1.50	\$8.00
General Operator Assistance	\$1.00	\$6.00

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 SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

## 6.2 Busy Line Verification and Interrupt Service

## 6.2.1 Description

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

A Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

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

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

## 6.2.2 Rates and Charges

	Per Request	
	<u>Minimum</u>	<u>Maximum</u>
Busy Line Verification, Per Request	\$0.35	\$5.00
Busy Line Interrupt, Per Request	\$0.90	\$5.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)****6.3 Critical Facilities Administration Service****6.3.1 Description**

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhanced design layout record or may request a schematic/map layout (Circuit Layout Record). The request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

**6.3.2 Customer Obligations**

- A. Customers' circuits must be federally registered as TSP circuits.
- B. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
- C. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.
- D. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

**6.3.3 Obligations of the Company**

- A. The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.
- B. The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- C. The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).
- D. The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Critical Facilities Administration Service, (Cont'd.)

6.3.3 Customer Obligations, (Cont'd.)

- E. If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.
- F. The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
- G. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier’s portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- H. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

6.3.4 Rates and Charges

A. Enhanced Design Layout Record (Circuit Layout Record)

	Minimum	Maximum
Per circuit	\$25.00	\$100.00

B. Hourly Charges

Rates for a schematic/map layout are contained reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the Customer a good faith estimate of the time needed to perform the requested service. The Customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

	Minimum	Maximum
Per hour	\$32.00	\$94.00



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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Directory Listing Service

6.4.1 Description

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- D. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Directory Listing Service, (Cont'd.)

6.4.1 Description, (Cont'd.)

- E. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F. Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G. Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H. A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I. Listing services are available with all classes of main telephone exchange service.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Directory Listing Service, (Cont'd.)

6.4.2 Listings

A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

B. Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

C. Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

D. Rates and Charges

Listing Type	Monthly Recurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
Primary Listing	No Charge	No Charge
Additional Listing	\$1.00	\$4.00
Nonrecurring Charge	See Section 4	

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 SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

## 6.5 Nonpublished Service

## 6.5.1 Description

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

## 6.5.2 Regulations

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

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

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

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

## 6.5.3 Rates and Charges

There is a monthly charge for each nonpublished service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Minimum	Maximum
Monthly Recurring Charge	\$2.50	\$11.00
Nonrecurring Charge	See Section 4	

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.6 Nonlisted Service

6.6.1 Description

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

6.6.2 Regulations

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

The Company will complete calls to a nonlisted number.

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

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

6.6.3 Rates and Charges

There is a monthly charge for each nonlisted service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Minimum	Maximum
Monthly Recurring Charge:	\$1.50	\$6.00
Nonrecurring Charge	See Section 4	

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**SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)****6.7 Directory Assistance Services****6.7.1 Basic Directory Assistance****A. Description**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

**B. Regulations**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

1. Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
2. Requests for telephone numbers of non-published service.
3. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
4. Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.
5. Calls for Directory Assistance from handicapped persons who have requested exemption from the Directory Assistance charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or a social agency that conducts programs for the handicapped in cooperation with an official agency of the State of New York or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.7 Directory Assistance Services

6.7.1 Basic Directory Assistance, (Cont'd.)

C. Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

	<u>Minimum</u>	<u>Maximum</u>
Local and intraLATA Toll, Per Call	\$0.40	\$2.00
InterLATA Toll, Per Call	\$0.40	\$2.00
Directory Assistance Call Completion	\$0.40	\$2.00

6.7.2 National Directory Assistance

National Directory Assistance provides listings of individuals and business located outside the Regional Calling Area, but within the United States.

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

There are no call allowances for National Directory Assistance.

Charges for National Directory Assistance are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 6.8.1.B of this tariff.

If Customer dials A0", operator handled charges, as specified in Section 6.1 of this tariff, are applicable.

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Call	\$0.50	\$2.50

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## SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS

### 7.1 LifeLine Telephone Service

#### 7.1.1 LifeLine Telephone Service Options

Lifeline is a telecommunications service assistance program, sponsored by the FCC, pursuant to 47 C.F.R., §54; it is designed to maintain and preserve universal service by providing reduced local residential service to qualifying low-income subscribers. If the Company becomes an eligible telecommunications carrier in New York, it will offer the following service options.

A. Flat Rate Life Line Service

This service provides a full waiver of the \$3.50 federal subscriber line charge for flat rate customers.

B. Basic LifeLine Service

This low priced individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and Home Region calls are not timed. Extended area calls (where available) are timed.

#### 7.1.2 Eligibility

This service is restricted to low income residential customers. To qualify for LifeLine service a customer must be income eligible for benefits from any one of the following Entitlement Programs administered by the New York State Department of Social Services:

Aid to Families with Dependent Children (AFDC)

Food Stamps

Home Energy Assistance Program (HEAP)

Home Relief

Medicaid

Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the New York State Department of Social Services and identified as so authorized on the customer's card for any of the above benefits.



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SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.1 LifeLine Telephone Service (Cont'd.)

7.1.2 Eligibility (Cont'd.)

In addition, applicants are eligible for discounted Life Line rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Department of Social Services (DSS) and/or the New York City Community Development Agency (CDA).

The Company, in coordination with appropriate agencies, will periodically verify each LifeLine customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the LifeLine discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.1 LifeLine Telephone Service, (Cont'd.)

7.1.3 Charges

A qualified customer may choose one of the LifeLine services as described. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 7.2, following.

Service connection charges do not apply to change existing service from:

- a. Message Rate Service to Basic LifeLine service;
- b. Basic LifeLine service to Message Rate Service.

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.2 Link Up America

The Link Up America program is a connection assistance plan that provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- a. The applicant must meet the requirements for qualification for LifeLine Telephone Service stipulated in 7.1.2, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.3 Special Equipment for the Hearing or Speech Impaired Customer

- 7.3.1 As required by Section 102-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a Customer certified as hearing or speech impaired.
- 7.3.2 A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 7.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 7.3.4 The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 7.3.5 The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

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SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.4 Discounted Service For The Hearing Or Speech Impaired Customer

7.4.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

7.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- B. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

7.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

7.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.5 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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**SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)****7.6 New York Relay Service****7.6.1 General**

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

**7.6.2 Regulations**

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.6 New York Relay Service, (Cont'd.)

7.6.2 Regulations, (Cont'd.)

D. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service;
2. calls to time or weather recorded messages;
3. station sent paid calls from coin telephones; and
4. operator-handled conference service and other teleconference calls.

7.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.



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**SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)****7.7 Schools and Libraries Discount Program****7.7.1. Description**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.7 Schools and Libraries Discount Program

7.7.2. Regulations

A. Obligation of eligible schools and libraries

1. Requests for service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. Obligations of the Company

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

SECTION 7.0 - SPECIAL SERVICES AND PROGRAMS, (CONT'D.)

7.7 Schools and Libraries Discount Program, (Cont'd.)

7.7.2. Regulations, (Cont'd.)

A. Obligation of eligible schools and libraries, (Cont'd.)

3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

7.7.3. Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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**SECTION 8.0 - SPECIAL ARRANGEMENTS****8.1 Special Construction****8.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

**8.1.2 Basis for Cost Computation**

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. equipment and materials provided or used;
  - 2. engineering, labor, and supervision;
  - 3. transportation; and
  - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 8.0 - SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.2 Basis for Cost Computation, (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

8.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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SECTION 9.0 - SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.3 Termination Liability, (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a.) equipment and materials provided or used;
    - (b.) engineering, labor, and supervision;
    - (c.) transportation; and
    - (d.) rights of way and/or any required easements;
  2. license preparation, processing, and related fees;
  3. tariff preparation, processing and related fees;
  4. cost of removal and restoration, where appropriate; and
  5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 8.0 - SPECIAL ARRANGEMENTS, (CONT'D.)****8.2 Non-Routine Installation and/or Maintenance**

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

**8.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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**SECTION 9.0 - PROMOTIONS****9.1 Service and Promotional Trials****9.1.1 General**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

**9.1.2 Regulations**

- A. Appropriate notification of the Trial will be made to all eligible Customers and to the Department. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.



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 ATTACHMENT A

## 1. Telephone Surcharges

## Gross Revenue and MTA Tax Surcharges

## A. Local Service:

1. Gross Revenue Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll &amp; RCP Service</u>	<u>All Other Services</u>
7/1/2000 +	.3764%	2.8273%	2.9405%

2. MTA Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll &amp; RCP Service</u>	<u>All Other Services</u>
10/1/98+	.1277%	.6890%	.73%

ATTACHMENT B

A.. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

- 1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

HOW DISADVANTAGED	% DISCOUNT LEVEL	
	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

## CURRENT RATES, (CONT'D.)

## 2.18.1 Dishonored Checks

	<u>Business</u>	<u>Residential</u>
Charge per Dishonored Check	\$20.00	\$10.00

## 4.1 Service Order and Change Charges

	<u>Business</u>	<u>Residential</u>
New Installation Charge, per line:	\$86.00	\$16.00
Service Order Change Charge, per order:	\$56.00	\$16.00
Move Charge, per request:	\$56.00	\$16.00
Telephone Number Change Charge, per request:	\$56.00	\$16.00

## 4.2 Restoral Charge

	<u>Business</u>	<u>Residential</u>
Restoration, per line:	\$79.00	\$36.00

## 4.3 Premises Visit Charge

Non-Union	<u>Business</u>	<u>Residential</u>
Initial 15 minutes	\$60.00	\$60.00
Each Additional 15 minutes	\$18.00	\$18.00
Union	<u>Business</u>	<u>Residential</u>
Initial Hour*, Per Hour	\$95.00	\$95.00
8+ Hours - Same Day, Per Hour	\$85.00	\$85.00

*\*Two Hour Minimum.*

## 4.4 Carrier Presubscription Charges

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$ 5.00
Additional Line, Trunk or Port	\$ 5.00

## 4.5 Public Telephone Surcharge

Rate Per Call:	\$0.30
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CURRENT RATES, (CONT'D.)

5.2 Copper Advantage Bundle

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
Cell Density 1a	\$14.19	See Section 4
Cell Density 1b	\$18.19	See Section 4
Cell Density 2	\$23.19	See Section 4

	<u>Per Minute Usage Rates</u>
Local Usage	\$0.030
IntraLATA/InterLATA Usage	\$0.060
Toll Free Usage	\$0.060

6.1 Local Operator Assisted Service Per Call Charges

	<u>Per Call Service Charge</u>
Third Party Billing	\$1.75
Collect Calls	\$1.75
Calling Cards	\$1.75
Person to Person	\$3.50
General Operator Assistance	\$1.75

6.2 Busy Line Verification and Interrupt Service

	<u>Per Request</u>
Busy Verification Charge	\$0.70
Emergency Interrupt Charge	\$1.80

6.3 Critical Facilities Administration Service

6.3.4 A. Enhanced Design Layout Record (Circuit Layout Record)

Per Circuit            \$50.00

6.3.4 B. Hourly Charges

Per Hour             \$47.00

## CURRENT RATES, (CONT'D.)

6.4	Directory Listing Service	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	Listing Type		
	Primary Listing	No Charge	No Charge
	Additional Listing	\$2.05	See Section 4
	Toll Free Directory Listing	\$1.00	See Section 4
6.5	Nonpublished Service	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	Monthly Recurring Charge	\$1.75	See Section 4
6.6	Nonlisted Service	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	Monthly Recurring Charge:	\$1.25	See Section 4
6.7	Directory Assistance Services	<u>Per Call Charge</u>	
	Local and intraLATA Toll	\$0.45	
	InterLATA Toll	\$0.75	
	Local and IntraLATA Call Completion*	\$0.75	

*\*Additional per minute usage charges may apply.*