

TVC Albany, Inc. d/b/a FirstLight Fiber  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK

This TVC Albany, Inc. d/b/a FirstLight Fiber PSC Tariff No. 3 replaces in its entirety Mid-Hudson Communications, Inc. PSC Tariff No. 3 – Telephone as adopted by TVC Albany, Inc. d/b/a FirstLight Fiber.

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TABLE OF CONTENTS

Section	Leaf
SECTION 1 – APPLICATION OF TARIFF .....	4
SECTION 2 – GENERAL RULES AND REGULATIONS .....	5
SECTION 3 – CONNECTION CHARGES .....	48
SECTION 4 – INTRALATA TOLL USAGE AND CHARGES .....	52
SECTION 5 – SUPPLEMENTAL SERVICES .....	57
SECTION 6 – RESIDENTIAL NETWORK SWITCHED SERVICES .....	76
SECTION 7 – BUSINESS NETWORK SWITCHED SERVICES .....	83
SECTION 8 – SPECIAL SERVICES AND PROGRAMS.....	101
SECTION 9 – SPECIAL ARRANGEMENTS.....	125
SECTION 10 – LOCAL CALLING AREAS.....	130
SECTION 11 – EXPLANATION OF TERMS.....	160
SECTION 12 – BILLING AND COLLECTION SERVICES.....	172
SECTION 13 – ISDN PRI SERVICES .....	173
FLEXIBLE RATE SCHEDULE .....	Filed Separately

EXPLANATION OF NOTES

- (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

## Section 1 – APPLICATION OF TARIFF

### 1.1. Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided TVC Albany, Inc. d/b/a FirstLight Fiber, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

#### 1.1.1. Service Territory

The Company will provide service in all areas of New York State located within RBOC (Regional Bell Operating Company) boundaries and in other areas where Interconnection Agreements exist with the incumbent local provider.

#### 1.1.2. Availability

Service is available where facilities permit.

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CONTENTS

Section 2 – <u>GENERAL RULES AND REGULATIONS</u>	Leaf
2.1 USE OF FACILITIES AND SERVICES.....	6
2.1.1 Obligation of Company .....	6
2.1.2 Limitations of Liability .....	7
2.1.3 Use of Service .....	11
2.1.4 Use and Ownership of Equipment .....	11
2.1.5 Directory Errors .....	12
2.2 MINIMUM PERIOD OF SERVICE .....	13
2.3 FLEXIBLE PRICING .....	14
2.3.1 General .....	14
2.3.2 Conditions .....	15
2.4 PAYMENT FOR SERVICES RENDERED .....	15
2.4.1 Responsibility for All Charges .....	15
2.4.2 Deposits .....	15
2.4.3 Payment of Charges .....	17
2.4.4 Returned Check Charge .....	17
2.4.5 Late Payment Charges .....	18
2.4.6 Customer Overpayments.....	18
2.5 INSTALLATION SERVICE.....	19
2.6 ACCESS TO CUSTOMER’S PREMISES .....	19
2.7 TELEPHONE SURCHARGES .....	19
2.7.1 General.....	19
2.7.2 Surcharge for State Gross Income and Gross Earnings Taxes .....	19
2.7.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes.....	20
2.7.4 New York State Enhanced 911 (E911) Surcharge .....	20

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CONTENTS (cont'd)

Section 2 – <u>GENERAL RULES AND REGULATIONS (cont'd)</u>		Leaf
2.7.5	Other Surcharges and Fees .....	21
2.7.6	Surcharges Subject to Tax .....	21
2.8	FEDERAL SURCHARGES _____ .....	22
2.8.1.1	Number Portability Surcharge .....	22
2.8.1.2	Subscriber Lines Surcharge .....	22
2.8.1.3	Universal Service Charge .....	22
2.8.1.4	Primary Interexchange Carrier Charge .....	22
2.9	SUSPENSION OR TERMINATION OF SERVICE .....	23
2.9.1	Suspension or Termination for Nonpayment .....	23
2.9.2	Exceptions to Suspension and Termination.....	24
2.9.3	Verification of Nonpayment .....	25
2.9.4	Termination for Cause Other Than Nonpayment.....	27
2.9.5	Emergency Termination of Service .....	29
2.10	ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS .....	30
2.10.1	Application of Rates .....	30
2.10.2	Telephone Number Changes.....	31
2.10.3	Dishonored Checks.....	31
2.11	ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS .....	32
2.11.1	Application of Rates .....	32
2.11.2	Telephone Number Changes .....	32
2.11.3	Deposits .....	33

---

CONTENTS (cont'd)

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)	Leaf
2.11.4 Installment Billing for Nonrecurring Charges .....	34
2.11.5 Adjusted Payment Schedule .....	37
2.11.6 Suspension or Termination for Nonpayment .....	37
2.11.7 Deferred Payment Agreements.....	38
2.11.8 Dishonored Checks .....	38
2.11.9 Suspension or Termination – Abandonment.....	39
2.11.10 Suspension or Termination – Medical Emergencies .....	39
2.11.11 Suspension or Termination – Elderly, Blind or Disabled.....	40
2.11.12 Back-billing for Residential Customers .....	40
2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE .....	41
2.12.1 Credit for Interruptions.....	41
2.12.2 Limitations on Credit Allowances .....	43
2.13 AUTOMATIC NUMBER IDENTIFICATIONS .....	44
2.13.1 Regulations.....	44
2.13.2 Terms and Conditions .....	45
2.14 LIMITATIONS ON SERVICE.....	45
2.15 PROVISION OF BILLS.....	45
2.16 LOCAL CHARGES.....	46
2.17 TECHNICAL OBLIGATIONS OF THE CUSTOMER.....	46
2.18 CANCELLATION OF APPLICATION FOR SERVICE.....	47
2.19 SERVICE START DATE .....	47

## Section 2 – GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without cost or expense, suitable space for its plant and facilities in the building, or other premises where service is or will be provided to the customer; or (c) to secure reimbursement of all costs here the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered by the Company, at any location, until the indebtedness is satisfied.



Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer, or the use of service by the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

d. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting Carriers, the services and facilities furnished by the Carrier and connecting Carriers are subject to the terms, conditions and limitations set forth herein.

e. EXCLUSIVITY OF ALLOWANCE IN ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

No liability of any nature whatsoever, including but not limited to any form of special, punitive or consequential damages, or lost profits or revenues whether or not in the contemplation of the parties, shall attach to the Carrier for damages arising from failures, errors, mistakes, omissions, interruptions, delays or defects in transmission of the Carrier, or supplier in the course of establishing, provisioning, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities and any listings, or failure or inaccuracy in listings, in directories or directory data bases) in the absence of gross negligence or willful misconduct.

f. The Carrier is not liable under any circumstances for:

- i. Any act or omission of any connecting or underlying carrier or supplier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Carrier or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Carrier's service; culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer, or for any act or omission of any governmental or Public Service Agency to which emergency calls are placed.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability (cont'd)

- g. Mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond Company control.
- h. THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- i. The limitations of liability set forth herein shall apply to any failure, error, omission, or inaccuracy in the provision of, or failure to provide, 911 or E-911 service, and New York Relay Service.

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

The customer obtains no property right or interest in any specific type of facility, service, equipment, number, process, or code. All right, title, and interest in such items remain, at all times, solely with the Company.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear excepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees, or independent contractors of the customer through any negligence.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings 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 listings obtainable from the directory assistance operator shall be given as follows;

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Simplex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Simplex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit Limitations: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors (cont'd)

- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms “error,” “mistake” or “omission” shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber’s correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service subscribed to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to determine if the customer has met the minimum period of service obligation.

If service is terminated before the end of any one month minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month’s service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the payment for the minimum service period in accordance with the terms under which the service was originally furnished.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.3 FLEXIBLE PRICING

2.3.1 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 day's notice to customers and the Public Service Commission.

2.3.2 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 Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission 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 notified the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICES RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises, whether or not made with the permission or knowledge of the customer, and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge whether or not accepted with the permission or knowledge of the customer.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of 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 estimated charges (including recurring, non-recurring, and usage charges) for 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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit. Deposits need not be segregated in separate accounts, but may be intermingled with Company funds.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, or if the actual or estimated usage or other charges increase, the customer shall be required to pay an additional deposit upon request.

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.



Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.3 Payment of Charges

- a. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.
- b. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.
- c. Except as provided for residential customers, in § 2.11.12, the company may bill for any previously rendered service within the contract statute of limitations set forth in the Civil Practice Law and Rules.

2.4.4 Return Check Charge

When a check or electronic transfer which has been presented to the Company by a customer in payment for charges is refused or returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge not to exceed \$20.00.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5%, compounded monthly, will be applied to all amounts previously billed, including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts, unless the customer is deemed to owe the disputed amounts to the Company. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. 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).

2.4.6 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 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 Charge.

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's overpayment was originally recorded to the customer's account by the Company.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 603.15 of 16 NYCRR for installation service, the rules of the Commission shall prevail. No penalty or liability of any nature shall be imposed on the Company for any failure, regardless of cause or fault, to timely meet any appointment.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate charged will be the statutory rate. Customers will receive notice of the applicable rate annually.

2.7.2 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 applies to the recurring and nonrecurring rates and charges for all recurring, non-recurring, and usage charges (interstate and intrastate) except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates shall be as established by the New York Public Service Commission, as amended from time to time, and shall not exceed the maximum allowable rate set out by the Commission.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 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, non-recurring and usage charges and charges for all interstate and rendered wholly within the municipality intrastate service except returned check charges, late payment charges and rates for local coin calls. Such surcharge in each locality where such a surcharge applies will be assessed at the statutory rate.

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.

2.7.4 New York State Enhanced 911 (E911) Surcharge

The Company shall collect, upon receipt of forty-five days written notice from a municipality in which the Company provides service, a surcharge established by law for the purposes of maintaining the E-911 system for that municipality.

Each customer, with the exception of Lifeline customers, will be assessed the surcharge on a per-line basis, up to seventy-five lines at a single customer premises.

The Company shall report and remit monies collected under this subparagraph in a manner consistent with law.

The Company may retain two percent of monies collected under this subparagraph for administrative expenses.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.5 Other Surcharges and Fees

Credit Card Surcharge            0%  
Surcharge applies to customer payments made using a credit card.

Intrastate Access Recovery    \$3.00 per line; \$7.50 per high-capacity line  
Applies to all telecommunications lines.

O&M Surcharge                    \$3.25 per invoice

Paper Billing Fee                    \$0 per invoice

2.7.6 Surcharges Subject to Tax

The gross revenue, gross earning, gross income, and state excise tax Surcharges, and the Federal Surcharges set forth in 2.8 below, as well as other surcharges and fees, are themselves subject to relevant surcharges unless specifically exempted by statute, and are therefore Surcharges Subject to Tax.

All Surcharges Subject to Tax and Federal Surcharges collected are themselves subject to applicable state and federal taxes, including but not limited to state and local sales taxes, school district taxes, and federal excise taxes.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.8 FEDERAL SURCHARGES

2.8.1 Carrier will apply the following Federal Surcharges:

- 2.8.1.1 Subscriber Line Surcharge (also referred to as End User Common Line (EUCL) Charge)  
Monthly Charge per network access line: \$6.44 per line; \$32.20 per high-capacity line
- 2.8.1.2 Universal Service Charge  
Carrier will apply a surcharge on Customer's interstate and international revenues equivalent to the percentage assessment from time to time established and levied on Carrier's interstate and international revenues by the FCC.
- 2.8.1.3 Primary Interexchange Carrier Charge  
Carrier will assess a monthly Primary Interexchange Carrier Charge (PICC) on Customer's Interexchange Carrier for each network access line presubscribed by Customer to an Interexchange Carrier other than FirstLight Fiber.  
\$3.00 per line; \$7.50 per high-capacity line  
  
In the event a Customer does not presubscribed its network access lines to a primary interexchange carrier, the PICC will be assessed on Customer for each non-presubscribed line.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 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. 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 23<sup>rd</sup> through December 26<sup>th</sup> or December 30<sup>th</sup> through January 1<sup>st</sup>.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 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 service which 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 Public Service Commission Rules and Regulations contained in Part 633 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.

- e. Nonpayment of back-billed amounts as outlined in 2.11.12.
- f. Where the Company provides a bundled service, nonpayment of the non-telephone portion of the bundled rate.



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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 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 Public Service Commission, 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.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 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, any violation of any provision of this tariff or any customer contract; any other violation by the customer of the rules and regulations governing the facilities and service furnished or any relevant provision of law, 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
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. See Section 2.11.7 regarding Deferred Payment Agreements.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination for Cause Other Than Nonpayment (cont'd)

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, in such a manner, or 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. [Reserved]
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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 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:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnections if the service was terminated due to an error on the part of the Company.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination for Cause Other Than Nonpayment (cont'd)

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 without charge 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.

2.9.5 Emergency Termination of Service

The company will immediately terminate the service of any customer, on request of the customer, 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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:
  1. In office buildings, stores, factories and all other places of a business nature, including residential premises from which the customer originates or receives business related (as opposed to personal) communications;
  2. Subject to (a.) (1) above, 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 premises of organized religion except when service is provided to an individual of the clergy for personal use only and business service is already established for the organized religion at the same location;
  3. At any location when the listing or public advertising (including internet listings) indicates a business or a profession;
  4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming;
  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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (cont'd)

2.10.2 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. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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.

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

2.10.3 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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to non-business service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in the case of individual subscription 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.

2.11.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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.



Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer:

- 1) has had service terminated for nonpayment once with any telecommunications carrier within the preceding six month period, or
- 2) 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.

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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

b. Customers Exempt from Deposits

1. 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.
2. 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.
3. The Company shall not require any Lifeline customer who elects to receive Toll Restriction service to post a deposit.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

c. 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. (See Deferred Payment Agreements, 2.11.7 below.)

New deposits from a residential customer are reviewed after the first 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.

2.11.4 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.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.4 Installment Billing for Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. 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;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.5 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.

2.11.6 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 2.9.1, 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, 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 Commission may direct that service be reconnected in less than 24 hours.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.7 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 months' 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 Commission'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 Commission. 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 Commission in writing of the reasons for its belief. The Commission 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.

2.11.8 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.

Section 2 – GENERAL RULES AND REGULATION (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.9 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.

2.11.10 Suspension or Termination – Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 633.5, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 633.5, 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 Commission 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.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.11 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. 633.5, 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 case 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.

2.11.12 Back-billing 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 six months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back-billing period.



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Section 2 –GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a prorated 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.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. If interruption continues for less than 24 hours:
    - a. 1/30<sup>th</sup> of the monthly rate if it is the first interruption in the same billing period.
    - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. If interruption continues for more than 24 hours:
    - a. If caused by storm, fire, flood or other condition out of Company's control, 1/30<sup>th</sup> of the monthly rate for each 24 hours of interruption.

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

ii. (cont'd)

- b. For other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

d. Credit to Customer

Credit attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the work "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Section 2 –GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.2 Limitations on Credit Allowances

No credit allowances will be made for:

- a) Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) Interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) Interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) Interruptions of service due to circumstances or causes beyond the control of the Company.

Section 2 –GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION (cont'd)

2.13.1 Regulations (Cont'd)

- 6) 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 Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission 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 Commission.

2.13.2 Terms and Conditions

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

2.14 LIMITATIONS ON SERVICE

Service is offered by the Company subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by the Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company, and other local exchange carriers.

2.15 PROVISION OF BILLS

Customers shall receive a single copy of invoices or billing statements following conclusion of the billing cycle. Duplicate copies will be provided on reasonable request by a customer at a charge of twenty-five cents for each page of the bill provided.

2.16 LOCAL CHARGES

In certain instances, customer may be subject to local telephone company charges or message unit charges to access the Company's services or facilities. Company is not responsible for any such charges.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.17 TECHNICAL OBLIGATIONS OF THE CUSTOMER

The facilities provided hereunder by the Company may be terminated in subscriber provided terminal equipment or subscriber-provided communication systems. All such equipment must be standard, established by regulatory authority. When such terminations are made, the subscriber shall comply with minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry of other appropriate criteria as may be prescribed by the Company.

The customer will be responsible for insuring that customer-provided signals will not result in interference with any of the services provided by the Company or interfere with others using services provided by the Company. Physical arrangements for protection of the Company's facilities, serving the subscriber, shall be employed, if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the inter-city channel facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper type bandwidth, and other technical parameters, so as not to damage the Company's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Company's equipment on his premises.

The equipment and facilities which are connected with those of the Company shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Company. Such equipment and facilities shall be suitable to avoid hazard or damage to Company's plant or of injury to Company's employees or to the public because of the character of location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Company at the subscriber's expense.

Upon notice from the Company that the equipment or facilities of the subscriber, or of others so authorized to be connected, is caused or is likely to cause hazard of interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.

The Company reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Company's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees, agents, or contractors.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.18 CANCELLATION OF APPLICATION FOR SERVICE

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction or special design or engineering work, no charge applies.

Where installation of service or special design or engineering work has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any.

Where special construction has been started prior to cancellation, a charge equal to costs incurred in the special construction, less net salvage, applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have been placed in service. Installation or special construction for a subscriber or applicant is placed in service. Installation or special construction for a subscriber or applicant is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided that the subscriber or applicant has advised the Company in writing to proceed with the installation or special construction.

2.19 SERVICE START DATE

For billing of fixed charges, service is considered to be established on the day following the day in which the Company notified the subscriber of completion of installation and testing of the Company's channels and equipment, unless otherwise specified in this Tariff.

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CONTENTS

Section 3 – <u>CONNECTION CHARGES</u>	Leaf
3.1 ...CONNECTION CHARGE.....	49
.....3.1.1 General.....	49
.....3.1.2 Exceptions to the Charge.....	49
3.2 ...RESTORAL CHARGE .....	50
3.3 ...MOVES, ADDS AND CHANGES .....	50
3.4 ...CHARGES ASSOCIATED WITH PREMISES VISIT.....	51
.....3.4.1 Terms and Conditions .....	51
.....3.4.2 Trouble Isolation Charge.....	51
3.5 ...PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGE CHARGE .....	51
3.6 ...RECORD ORDER CHARGE .....	51



### Section 3 – CONNECTION CHARGES

#### 3.1 CONNECTION CHARGE

##### 3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoration of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

##### 3.1.2 Exceptions to the Charge

- a) No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b) No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c) The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.2.

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Section 3 – CONNECTION CHARGES (cont'd)

3.2 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>Business</u>	<u>Residence</u>
Minimum	\$5.00	\$5.00
Maximum	\$125.00	\$75.00

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The Disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change – including rearrangement or reclassification – or existing service at the same location.

Residence Charge per:	Move	Add	Change
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$75.00	\$ 75.00	\$ 75.00
Business Charge per:	Move	Add	Change
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$ 175.00	\$ 175.00	\$175.00

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Section 3 – CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

3.4.1 Terms and Conditions

The customer may request that the Company install, maintain, or service Inside Wire (as defined by the Federal Communications Commission). Any such work will be provided on a non-regulated basis, except that the limitations of liability provisions of this tariff shall nonetheless be incorporated by reference and shall apply to any facilities, wire, or equipment installed by the Company, or any service related thereto or otherwise provided by the Company..

3.4.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but not identified by the Company's technician as attributable to the Company's network, equipment, or service, a separate charge applies in addition to all other charges for the visit.

	Min	Max
Per Hour Premises Visit, Residence:	\$ 10.00	\$ 200.00
Per Hour Premises Visit, Business:	\$ 10.00	\$ 200.00

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

Charge: \$ 5.00

3.6 RECORD ORDER CHARGE

The Record Order Charge (ROC) will be applied when a Customer requests an administrative change to their account, such as change in billing name or billing address. The ROC will also apply in other situations where the Customer requests an administrative change, as specified in this tariff.

	Min	Max
Charge:	\$ 10.00	\$ 75.00

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CONTENTS

Section 4 – <u>INTRALATA TOLL USAGE AND MILEAGE CHARGES</u>	Leaf
4.1 GENERAL .....	52
4.1.1 Description .....	52
4.1.2 Classes of Calls .....	52
4.2 TIMING OF CALLS .....	53
4.3 TIME PERIODS DEFINED .....	53
4.4 CALL CHARGES .....	54
4.4.1 Usage Charges.....	54
4.4.2 Per Call Service Charges.....	55

## Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES

### 4.1 GENERAL

#### 4.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3<sup>rd</sup> number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

#### 4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and operator assisted calling.

- a) Station to Station Service is that service where the person originating the call dials the telephone number desired.
- b) Operator Assisted Service is that service where the person initiating the call requires the assistance of an automated or live operator. Surcharges apply for such calls in addition to base rates.

Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For operator assisted calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station “hangs up,” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

4.3 [Reserved]

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Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3<sup>rd</sup> number billing), or to an authorized calling card.

4.4.1 Usage Charges

Minimum:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

Minimum:

	Residence	Business
Local	.010	.005
Regional Toll	.010	.005

Maximum:

	Residence	Business
Local	.099	.099
Regional Toll	.099	.099

Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 CALL CHARGES (cont'd)

4.4.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.01	\$ 2.00
Person to Person	\$0.01	\$ 6.00
3 <sup>rd</sup> Number Billed	\$0.01	\$ 6.00
All other Operator Assistance	\$0.01	\$ 6.00



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CONTENTS

SECTION 5 – <u>SUPPLEMENTAL SERVICES</u>	Leaf
5.1 CUSTOM CALLING SERVICES .....	59
5.1.1 General.....	59
5.1.2 Description.....	59
5.1.3 Rates.....	61
5.2 CLASS SERVICES.....	62
5.2.1 General.....	62
5.2.2 Description of Features.....	62
5.2.3 Rates.....	64
5.3 RESERVED FOR FUTURE USE .....	64
5.4 RESERVED FOR FUTURE USE .....	64
5.5 BUSY VERIFICATION AND INTERRUPT SERVICE .....	65
5.5.1 General.....	65
5.5.2 Rate Application.....	65
5.5.3 Rates.....	65
5.6 RESERVED FOR FUTURE USE .....	65
5.7 LOCAL OPERATOR SERVICE .....	66
5.8 VOICE MAIL SERVICE .....	67
5.8.1 Description.....	67
5.8.2 Recurring and Non-Recurring Charges .....	68

---

CONTENTS (cont'd)

	Leaf
Section 5 – <u>SUPPLEMENTAL SERVICE (cont'd)</u>	
5.9 BLOCKING SERVICE .....	69
5.9.1 General.....	69
5.9.2 Regulations.....	69
5.9.3 Rates and Charges.....	70
5.10 RESERVED FOR FUTURE USE .....	71
5.11 RESERVED FOR FUTURE USE .....	71
5.12 DIRECTORY LISTINGS.....	72
5.12.1 Description.....	72
5.12.2 Regulations.....	78
5.12.3 Rates and Charges.....	80
5.13 LOCAL USAGE DETAIL REPORTS .....	83

## Section 5 – SUPPLEMENTAL SERVICE

### 5.1 CUSTOM CALLING SERVICES

#### 5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 5.1.2 Description of Features

##### a) Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

##### b) Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding – Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

Call Forwarding – Don't Answer automatically reroutes an incoming call to a customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

Section 5 – SUPPLEMENTAL SERVICE (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.2 Description of Features (cont'd)

b) Call Forwarding (cont'd)

Call Forwarding – Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

c) Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

d) Anonymous Call Rejection

This feature allows the customer to block calls from other lines that would otherwise cause “PRIVATE” to be displayed on the customer’s Calling Number Identification equipment.

e) Regular Multiline Hunting

Multiline hunting arrangement provides sequential search of available numbers within a predefined group for business customers only.

f) Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.2 Description of Features (cont'd)

g) Selective Call Rejection

This feature allows a user to block specific telephone numbers from calling the user. The user will be able to specify up to 3 numbers that will be blocked from calling the subscriber's line.

5.1.3 Rates and Charges

1. Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum: \$00.00

Maximum: \$50.00

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.2 CLASS SERVICES

#### 5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases. All features (with the exception of Call ID, which must be subscribed to on a monthly basis) may be subscribed to on either a monthly or per-call basis.

#### 5.2.2 Description of Features

##### a) Call ID

The Call ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call – including calls that aren't answered by the customer. Call ID service required the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

##### b) Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

5.2.2 Description of Features (cont'd)

b) Automatic Redial (cont'd)

The following types of call cannot be Automatically Redialed:

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

c) Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

d) Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traces telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

## SECTION 5 –SUPPLEMENTAL SERVICES (cont'd)

### 5.2 CLASS SERVICES (cont'd)

#### 5.2.2 Description of Features (cont'd)

##### e) Deluxe Spontaneous Call Waiting ID

Deluxe Spontaneous Call Waiting ID allows a customer to see a caller's name and number previewed on a display screen, even if the customer is on another call. It records the name, number, date and time of each incoming call – including calls that aren't answered by the customer. Deluxe Spontaneous Call Waiting ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

#### 5.2.3 Rates and Charges

##### 1. Monthly Rates

Maximum and minimum rates for this service are located Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

##### 2. Connection Charges

Connection charges may apply when a customer requests monthly subscription to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises. The charge will not apply if Custom Calling Features are ordered at the same time.

Minimum: \$00.00

Maximum: \$50.00

#### 5.3 RESERVED FOR FUTURE USE

#### 5.4 RESERVED FOR FUTURE USE



---

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.5 BUSY VERIFICATION AND INTERRUPT SERVICE

5.5.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.5.2 Rate Application

a) A Verification Charge will apply when:

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

b) Both Verification Charge and an 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.

c) No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.5.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Verification Charge, each request	\$ 0.01	\$20.00
Interrupt Charge, each request	\$ 0.01	\$20.00

5.6 RESERVED FOR FUTURE USE

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.7 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3<sup>rd</sup> party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

	<u>Minimum</u>	<u>Maximum</u>
Local Operator Assistance, per call:	\$0.00	\$3.50

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.8 VOICE MAIL SERVICE

5.8.1 Description

The Company, at its option, may limit Voice Mail Service only to Customers who have Company-provided exchange access service. The customer must access Voice Mail through the use of network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service customer. Voice mail that is offered in conjunction with Simplex Service is offered pursuant to the terms specified in the applicable section of this tariff pertaining to Simplex Service.

There are several chargeable options available with Voice Mail Service. A Message Waiting Indicator (available only to those who subscribe to a Company-provided exchange access service) will alert the customer (via a “stutter” dial tone) that new message(s) are waiting for the Customer. A mailbox may be partitioned into up to four separate partitions via PIN codes established at the time of order. A Customer may choose to be notified of messages (to a maximum of 500 per month) by electronic mail or by wireless pager, services which the Customer will be responsible for obtaining, as well as any associated charges. Other options such as a change of ringing cycle are subject to the Record Order Charge as set forth in Section 3.

Each mailbox will contain a maximum of 30 messages (heard and unheard) may be saved up to 30 days.

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.8 VOICE MAIL SERVICE (cont'd)

5.8.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges may apply per main billing account as described below, only if Voice Mail Service is established separately from the customer's exchange access service. Service is offered on a month to month basis.

	<u>Residence</u>		<u>Business</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Charge	\$1.00	\$75.00	\$1.00	\$100.00
Recurring Charges:				
- Month to Month	\$1.00	\$10.00	\$5.00	\$25.00
Chargeable Options:				
- Message Waiting Indicator	\$1.00	\$10.00	\$1.00	\$10.00
- Partitioned Mailbox	\$1.00	\$10.00	\$1.00	\$10.00
- Email Notification (msgs per month)				
0 – 50	\$1.00	\$10.00	\$1.00	\$10.00
51 – 250	\$1.00	\$10.00	\$1.00	\$10.00
251 – 500	\$1.00	\$10.00	\$1.00	\$10.00
- Pager Notification (msgs per month)				
0 - 50	\$1.00	\$10.00	\$1.00	\$10.00
51 - 250	\$1.00	\$10.00	\$1.00	\$10.00
251- 500	\$1.00	\$10.00	\$1.00	\$10.00
- Email and Pager Notification (msgs per month)				
0 - 50	\$1.00	\$20.00	\$1.00	\$20.00
51 - 250	\$1.00	\$20.00	\$1.00	\$20.00
251 - 500	\$1.00	\$20.00	\$1.00	\$20.00

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.9 BLOCKING SERVICE

#### 5.9.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a) 900, 700 Blocking – allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b) 900, 971, 974, 540, 550, 396, 970, 976, 910, 920 & 700 Blocking – allows the subscriber to block all calls beginning with the above prefixes from being placed.
- c) Third Number Billed and Collect Call Restriction – provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d) Toll Restriction (1+ and 0+ Blocking) – provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- e) Toll Restriction Plus – provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f) Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

#### 5.9.2 Regulations

- a) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b) Blocking Service is available where equipment and facilities permit.
- c) There will be no charge for Toll Restriction when requested by a Lifeline customer.

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.9 BLOCKING SERVICE (cont'd)

5.9.3 Rates and Charges

Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	Nonrecurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
a. 900 and 700 Blocking		
-Residential	\$0.00	\$25.00
-Business (up to 200 lines)	\$0.00	\$25.00
b. 900, 971, 974, and 700 Blocking		
-Residential	\$0.00	\$25.00
-Business (up to 200 lines)	\$0.00	\$25.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

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SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.9 BLOCKING SERVICE (cont'd)

5.9.3 Rates and Charges (cont'd)

1. Recurring and Nonrecurring Charges (cont'd)

	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
c. Third Number Billed and Collect Call Restriction		
Residential	\$0.00	\$25.00
Business	\$0.00	\$25.00
d. Toll Restriction		
Residential	\$0.01	\$25.00
Business	\$0.01	\$25.00
e. Toll Restriction Plus		
Residential	\$0.01	\$25.00
Business (up to 200 lines)	\$0.01	\$25.00
f. Direct Inward Dialing Blocking (Third Party and Collect Call)		
Initial Activation	\$0.01	\$50.00
Subsequent Activation (per line)	\$0.01	\$10.00

2 Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service, and will be provided on an Individual Case Basis.

3 Connection charges apply as specified in Section 3 of this tariff.

5.10 RESERVED FOR FUTURE USE

5.11 RESERVED FOR FUTURE USE

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.12 Directory Listings

#### 5.12.1 Description

There are three main types of Directory Listings: Standard Listings, Additional Listings, and Non-Published Listings.

##### a. Standard Listing

A **Standard Listing** is the type of listing that includes a name, designation, address and telephone number to appear in Directory Assistance records and the paper directory that covers the area where the telephone service is provided. The first Standard Listing is provided without charge for the main number associated with an address or location. In the case of a PBX trunk group or DID group, only one listing is considered a Standard Listing. Any other listings are considered Additional Listings.

##### b. Additional Listing

There are five types of Additional Listings.

*Additional Standard Listings* contain a name, designation, address, and telephone number to appear in Directory Assistance records and the paper directory that covers the area where the telephone service is provided.

An *Indented Listing* is a listing that is indented under a Standard Listing and may only include a designation, address and telephone number.

*Captioned Listings* are listings for businesses with multiple sites under the main company name. Each captioned listing contains a designation, address, and telephone number.

*An Alternative Telephone Number listing is any listing where a listed party has made the necessary arrangements for receiving telephone calls during periods of absence. These listings will be of the form: "If no answer call (telephone number)", "Night Calls (telephone number)", or "Nights, Sundays, and Holidays (telephone number)" etc.*



## 5.12 Directory Listings (cont'd)

### 5.12.1 Description (cont'd)

#### b. Additional Listing (cont'd)

A *Cross Reference Listing* may be obtained in the same alphabetical group with the related listing when required for identification of the listed party not designated for advertising purposes (e.g. "ABC Company *see* Smith and Jones")

#### c. Non-Published Listing

*Non-Published Listings* are telephone numbers that are not listed in either Directory Assistance records or the paper directory. These numbers/names/addresses are not available to the general public. This information may be divulged only in the instance of a call to 911 or Enhanced 911. When a customer with a *Non-Published Listing* makes a call that uses the services of a Billing Name and Address Service subscriber, the billing name and address that corresponds to that number will be furnished to the Billing Name and Address Service subscriber.

If a customer has a Standard or Additional listing, additional number may be designated as *Non-listed*. Non-listed numbers will not be published in the paper directory or in Directory Assistance records. Otherwise, these numbers are treated the same as Non-published listings. For the purpose of this section, subsequent numbers in a trunk group are considered non-listed. If the customer wishes to have a listing for numbers beyond the main number of a trunk group, they will be considered Additional Listings.

d. The Company does not publish its own Directory, and instead places listings of its customers in the Directory published by, or on behalf of, the dominant Local Exchange Carrier. The Company's offering of Directory Listings to its customers is conditioned upon the Company obtaining access to the Directory of the dominant Local Exchange Carrier to list its customers.

e. The formats for, and listing specifications, for the Company's customers is subject to the requirements and procedures established by, or on behalf of the dominant Local Exchange Carrier.

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SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.12 Directory Listing (cont'd)

5.12.2 Regulations

Directory Listings are limited to information essential to the identification of the listed party. The Company, in the construction of any listing may use appropriate abbreviations.

A name may be repeated in the same alphabetical directory list only when a different address or telephone number is also listed.

Alternative Telephone Number listing rates depend on the number of lines required for the listing. Rates are set forth in 5.13.1 below.

In a Residential listing, Dual Listings are permitted, so long as they are two individuals of the same surname living in the same domestic establishment. Alternative spellings (including, but not limited to, the maiden name of a married woman) are also acceptable.

A new listing other than a Standard Listing or a change of listing is subject to the Record Order Charge as specified in Section 3.

Upon request of a victim of domestic violence, as defined in §459-a of the Social Services Law, and upon receipt by Carrier from such person a copy of an Order of Protection, other than a Temporary Order of Protection, for the benefit of such person, issued by a court of competent jurisdiction, Carrier shall waive the otherwise applicable charges for a non-published residential listing, for the duration of the applicable non-temporary Order of Protection. It shall be the obligation of any person requesting this waiver to inform the Carrier when the non-temporary Order of Protection ceases to be in force.

SECTION 5 – SUPPLEMENTAL SERVICE (cont'd)

5.12.3 Rates and Charges

<u>Monthly Recurring Charges</u>	<u>Business</u>		<u>Residential</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Standard Directory Listing	\$ -	\$1.00	\$ -	\$1.00
Additional Standard Listing	\$ -	\$5.00	\$ -	\$5.00
Indented Listing	\$ -	\$5.00	\$ -	\$5.00
Captioned Listing	\$ -	\$5.00	N/A	N/A
Alternative Telephone Number listing				
-1 directory line	\$ -	\$5.00	\$ -	\$5.00
- > one directory line	\$ -	\$5.00	\$ -	\$5.00
Cross Reference Listing	\$ -	\$5.00	\$ -	\$5.00
Non-published Listing	\$1.00	\$5.00	\$1.00	\$5.00
Non-Listed Number	\$ -	\$5.00	\$ -	\$5.00

5.13 Local Usage Detail Reports

Business Customers may request a Local Usage Detail Report on a monthly basis. This report will list the local number called, duration of call, and locality of call for each call made on an individual line or trunk.

If this service is requested at the time of order, no connection charge will apply. However, if this service is requested on existing services already provided by the company, a Record Order Charge will apply, as specified in Section 3.

	<u>Min</u>	<u>Max</u>
Fixed Charge per report:	\$1.00	\$50.00
Per sheet (front and back)	\$0.01	\$ 1.00

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CONTENTS

Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES</u>	Leaf
6.1 GENERAL .....	77
6.2 SERVICE DESCRIPTIONS AND RATES .....	78
6.2.1 Flat Rate Service.....	79
6.2.2 Message Rate Service .....	81

## Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES

### 6.1 GENERAL

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a) Place and receive call from other stations on the public switched telephone network;
- b) Access the Company's local calling service;
- c) Access the Company's operators and business office for service related assistance;
- d) Access emergency services via 911 or Enhanced 911, where available;
- e) Access Operator Services;
- f) Access Directory Assistance;
- g) Access the New York Relay Service;
- h) Place calls to toll-free (e.g. "800") services; and
- i) Access the service of providers of interexchange service. A customer may presubscribed to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier identification Code (10XXX/101XXXX).

Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES

The following Residential Network Switched Service Options are offered:

Residential Flat Rate Service

Residential Message Rate Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly charges apply to Message Rated Service, in addition to other rate elements described above.

Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.1 Flat Rate Service

Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 10.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one all at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

---

Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.1 Flat Rate Service (cont'd)

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$0.00	\$ 150.00
Monthly Recurring Charges:		
-Each Service Line	\$1.00	\$ 50.00

c. Custom Calling Features (including Caller ID)  
(per line, per month)

	<u>Min</u>	<u>Max</u>
-Each Feature	\$0.25	\$30.00
-Package of 3 Features	\$0.50	\$40.00
-Package of 6 Features	\$0.75	\$50.00

d. CLASS Features  
(per use, up to a maximum of \$6.00 per month for each feature)

	<u>Min</u>	<u>Max</u>
-Auto Redial	\$0.10	\$2.00
-Auto Recall	\$0.10	\$2.00
-Customer-originated Trace	\$1.00	\$5.00
-Caller ID (per call block/unblock)	\$0.00	\$1.00



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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period. Local calling areas are as specified in Section 10.

a. Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface:	2-Wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by customer

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	Minimum	Maximum
Nonrecurring Connection Charge:	\$1.00	\$ 150.00
Monthly Recurring Charges:		
-Each Service Line	\$1.00	\$ 30.00

---

Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service (cont'd)

c. Custom Calling Features (including Call ID)  
(per line, per month)

	<u>Min</u>	<u>Max</u>
-Each Feature	\$0.25	\$30.00
-Package of 3 Features	\$0.50	\$40.00
-Package of 6 Features	\$0.75	\$50.00

d. CLASS Features  
(per use, up to a maximum of \$6.00 per month for each feature)

	<u>Min</u>	<u>Max</u>
-Auto Redial	\$0.10	\$2.00
-Auto Recall	\$0.10	\$2.00
-Customer-originated Trace	\$1.00	\$5.00
-Caller ID (per call block/unblock)	\$0.00	\$1.00

e. Message Usage Charges

	<u>Min</u>	<u>Max</u>
Initial Three Minutes (All Calls)	\$0.01	\$0.10
Each Additional Minute	\$0.005	\$0.069

f. Taxes, surcharges and Fees shall apply as set out in Section 2.

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CONTENTS

Section 7 – <u>BUSINESS NETWORK SWITCHED SERVICES</u>	Leaf
7.1 GENERAL .....	84
7.2 SERVICE DESCRIPTIONS AND RATES .....	85
7.2.1 RESERVED FOR FUTURE USE .....	86
7.2.2 Basic Business Line Service .....	87
7.2.3 MSDT (Multi-Service Digital Transport) Service .....	89
7.2.4 Digital Trunk Service .....	90
7.2.5 Simplex Service .....	94

## Section 7 – BUSINESS NETWORK SWITCHED SERVICES

### 7.1 GENERAL

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- a) Place and receive calls from other stations on the public switched telephone network;
- b) Access the Company's local calling service;
- c) Access the Company's operators and business office for service related assistance;
- d) Access emergency services via 911 or Enhanced 911, where available;
- e) Access Operator Services;
- f) Access Directory Assistance;
- g) Access the New York Relay Service;
- h) Place calls to toll-free (e.g. "800") services; and
- i) Access the service of providers of interexchange service. A customer may presubscribed to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX/101XXXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

Section 7 – BUSINESS NETWORK SWITCHED SERVICE (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES

The following Business Access Service Options are offered:

Basic Business Line Service

MSDT (Multi-Service Digital Transport) Service

Digital Trunk Service

Simplex Service

All Services are offered on a message rate basis only.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available at the rates specified in Section 5.9.

7.2.1 [RESERVED FOR FUTURE USE]

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Basic Business Line Service

a. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only at the Option of the customer

---

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Basic Business Line Service (cont'd)

b. Message Rate Basic Business Line Service

1. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge		
-New Loop:	\$1.00	\$300.00
-Conversion of Existing Loop:	\$1.00	\$150.00
Monthly Recurring Charges:		
-Each Base Service Line	\$1.00	\$ 25.00
Custom Calling Features (Including Call ID): (per line, per month)		
-Each feature	\$0.25	\$ 11.00
-Package of 3 features	\$0.50	\$ 15.00
-Package of 6 features	\$0.75	\$ 21.00

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE NETWORK SWITCHED SERVICES (cont'd)

7.2.2 Basic Business Line Service (cont'd)

b. Message Rate Basic Business Line Service (cont'd)

3. Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
For each minute of use	\$0.010	\$0.150

4. Taxes, surcharges and Fees shall apply as set out in Section 2.



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Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 MSDT (Multi-Service Digital Transport) Service

a. Description

MSDT (Multi-Service Digital Transport) Service provides the customer with a dedicated transport facility (at the DS-1 level) over which the Company will provide several types of services, including: DID/DOD/Combination trunks, Message rate digital voice channels, and data channels. The dedicated transport facility (DTF) will terminate at the customer point of demarcation at an RJ-48 jack ("Smartjack").

b. Regulations

- (a) MSDT Service is only available in areas where the Company has collocation arrangements with the incumbent LEC. The Dedicated Transport Facility will be priced on an individual case basis in other areas.
- (b) Any remaining channels not utilized for trunks or digital voice lines may be converted to trunks or digital voice channels at a later date. Connection charges as specified in Section 3 may apply.

c. Rates and Charges

Rate Element	<u>Non-Recurring</u>		<u>Recurring</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Dedicated Transport Facility (DFT)	\$100.00	\$600.00	\$100.00	\$400.00
Digital Voice Channels DID, DOD, or Combination Trunks	N/A	N/A	\$ 5.00	\$ 25.00
Virtual NXX Numbers	N/A	N/A	\$ 10.00	\$ 30.00
DID number Blocks-20	N/A	N/A	\$ 1.00	\$ 20.00
DID number blocks- add'l 10 Num.	N/A	N/A	\$ 1.00	\$ 10.00

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 MSDT Service (cont'd)

c. Rates and Charges (cont'd)

Message Rate Charges

The following services will be charged the same as for Basic Business Line Service (See Section 7.2.2.2.3):

- Voice Channels
- DOD Trunks
- Combination Trunks

Custom Calling Features (including Call ID)

The following services will be charged the same as for Basic Business Line Service (See Section 7.2.2.2.2):

- Voice Channels

Taxes, surcharges and fees shall apply as set out in Section 2.

Section 7 – BUSINESS DESCRIPTIONS AND RATES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Digital Trunk Service

a. Description

Digital Trunk Service provide a customer with connection to the Company switch via a DSI digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming, Out-Going, or 2-Way, as specified by the customer

Service to points within the local calling area is offered on a measured-rate basis. Local calling areas are as specified in Section 10.

---

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Digital Trunk Service (cont'd)

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of the tariff. Charges for each Digital Trunk include a monthly recurring Base Service Charge and usage charges.

Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$10.00	\$1,000.00
Monthly Recurring Charges:		
-Facility	\$ 0.00	\$ 500.00
-Per Active Channel (DID)	\$10.00	\$ 40.00
-Per Active Channel (DOD)	\$10.00	\$ 40.00
-Per Active Channel 2-Way	\$10.00	\$ 40.00
-Per Virtual NXX Number	\$ 5.00	\$ 30.00

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Digital Trunk Service (cont'd)

c. Measured Usage Charges (DOD/Combo Trunks)

	<u>Minimum</u>	<u>Maximum</u>
For Each minute of use:	\$0.010	\$0.150

d. Taxes, surcharges and Fees shall apply as set out in Section 2.

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Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service

1. Description

Simplex Service is a multi-station system offered to the business customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Simplex Service enables the customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is not included in the charge for Simplex Service. Local calling areas are as specified in Section 10. Message unit charges are specified below.

A customer with an off-premise extension may elect to purchase the Wide Area Option for that station. Calls to and from that station to other stations in the group are not measured. Off-premise extensions served by a different incumbent LEC wire center will be provisioned on a facilities-available basis and priced on an individual case basis.

Simplex Service is offered on a contracted basis with five term bands: 12 months, 13-36 months, 37-60 months, 61-84 months, and 85-120 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan. Early termination of the contract will result in termination charges of 50% of the monthly recurring charges for each month remaining in the term.

Each Simplex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

2. Features

The Simplex customers choose one of two feature packages: Simplex I or Simplex II.

Simplex I includes standard features as indicated below.

Simplex II includes all features.

Features not included in Simplex I may be added for the applicable charge as set forth in .3 below.

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

2. Features (cont'd)

The following Simplex features are available to the customer of Simplex Service at no additional charge:

	Simplex I	Simplex II
Automatic Call Distribution		X
Call Forward		
- Fixed	X	X
- Busy	X	X
- No Answer, Internal	X	X
- No Answer, External	X	X
- No Answer	X	X
- Intragroup	X	X
- Universal	X	X
Call Hold	X	X
Calling Line Identification		X
- With Flash		X
Call Park		X
Directed Call Pickup		
- Non- Barge-In		X
- Non-Barge-In Exempt		X
Directory Number Hunt	X	X
Distributed Line Hunt	X	X
Do Not Disturb		X
Executive Busy Override		X
- Executive Busy Override-Exempt		
Group Intercom	X	X
Last Number Redial		X
Multiple Appearance Directory Number		X
Multi-Line Hunt	X	X
Primary Interlata Carrier	X	X



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Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

2. Features (cont'd)

	Simplex I	Simplex II
Privacy		x
Privacy Release		x
Speed Calling		
- 8 Numbers	x	x
- 30 Numbers	x	x
Security		
Station Message Detail Recording		x
3 Way Conference		x
3 Way Calling	x	x

---

Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

3. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

1. Simplex I (Measured Rate)

Per Station Line:	<u>Minimum</u>	<u>Maximum</u>
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Nonrecurring Connection Charge:	\$10.00	\$200.00
---------------------------------	---------	----------

Monthly Recurring Charges:

<u>Term</u>		
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12 months	\$10.00	\$100.00
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13-36 months	\$10.00	\$100.00
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37-60 months	\$10.00	\$100.00
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61-84 months	\$10.00	\$100.00
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85-120 months	\$10.00	\$100.00
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Wide Area Option

Per off-premise station:	\$ 1.00	\$100.00
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Optional Features

Per feature, per station:	\$ 0.00	\$ 15.00
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Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

3. Recurring and Nonrecurring Charges (cont'd)

2. Simplex II (Measured Rate)

Per Station Line: Minimum Maximum

Nonrecurring Connection Charge: \$10.00 \$200.00

Monthly Recurring Charges:

Term

12 months \$10.00 \$100.00

13-36 months \$10.00 \$100.00

37-60 months \$10.00 \$100.00

61-84 months \$10.00 \$100.00

85-120 months \$10.00 \$100.00

Wide Area Option

Per off-premise station: \$ 1.00 \$100.00

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Section 7 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.5 Simplex Service (cont'd)

3. Recurring and Nonrecurring Charges (cont'd)

3. Message Unit Charges (All Packages)

	<u>Minimum</u>	<u>Maximum</u>
For each minute of use	\$0.005	\$0.069

4. Direct Inward Dialing Number Blocks (All Packages)

	<u>Minimum</u>	<u>Maximum</u>
First Group of 20 Numbers	\$1.00	\$20.00
Subsequent Group of 10 Numbers	\$1.00	\$20.00

5. Exchange Access Charge (All Packages)

	<u>Minimum</u>	<u>Maximum</u>
Per Station, All Terms	\$0.01	\$ 5.00

6. Taxes, surcharges and Fees shall apply as set out in Section 2.

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CONTENTS

Section 8 – <u>SPECIAL SERVICES AND PROGRAMS</u>	Leaf
8.1 LIFELINE TELEPHONE SERVICE .....	102
8.1.1 Lifeline Telephone Services Options.....	102
8.1.2 Eligibility.....	102
8.1.3 Charges.....	104
8.2 LINK UP CHARGE .....	105
8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER.....	106
8.4 RESERVED FOR FUTURE USE .....	107
8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE .....	108
8.6 NEW YORK RELAY SERVICE .....	109
8.6.1 General.....	109
8.6.2 Regulations.....	109
8.6.3 Liability.....	110
8.7 TELECOMMUNICATIONS SERVICE PRIORITY.....	111
8.7.1 General.....	111
8.7.2 TSP Request Process .....	112
8.7.3 Responsibilities of the End-User .....	114
8.7.4 Responsibilities of the Company .....	115
8.7.5 Preemption .....	116
8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM .....	117
8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM .....	119
8.10 CRITICAL FACILITIES ADMINISTRATION SERVICE .....	124

## Section 8 – SPECIAL SERVICES AND PROGRAMS

### 8.1 LIFELINE TELEPHONE SERVICE

#### 8.1.1 Lifeline Telephone Service Options

1. Flat Rate Life Line Service

This Service provides a full waiver of the applicable federal subscriber line surcharge for flat rate customers.

2. Basic Lifeline Service

This low priced individual message rate service provides a full waiver of the applicable federal subscriber line surcharge. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

#### 8.1.2 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.1 LIFELINE TELEPHONE SERVICE (cont'd)

8.1.2 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 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 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.1 LIFELINE TELEPHONE SERVICE (cont'd)

8.1.3 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 8.2, 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 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which 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 qualifications for Lifeline Telephone Service stipulated in 8.1.2, 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 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH INPAIRED CUSTOMERS

- 8.3.1 As required by Section 92-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.
- 8.3.2 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.
- 8.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 8.3.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 8.3.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.4 RESERVED FOR FUTURE USE

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.5 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 number will not be charged for the call.

The Company's liability for errors, omissions, failures, fault, or negligence in providing 911 Service (or failure to provide such services) is limited by §2.1.2 above.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 NEW YORK RELAY SERVICE

8.6.1 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.

8.6.2 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 to participate in this service.
- 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 NEW YORK RELAY SERVICE (cont'd)

8.6.3 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 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY

8.7.1 General

1. 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 re-issuance of these regulations or manuals supersede tariff language contained herein.

2. The TSP program has two components, restoration and provisioning.
  - a. 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.
  - b. 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 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

8.7.2 TSP Request Process

1. Restoration

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

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  1. National Security Leadership
  2. National Security Posture and U.S. Population Attack Warning
  3. Public Health, Safety, and Maintenance of Law and Order
  4. Public Welfare and Maintenance of National Economic Posture
- b. 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.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. 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.
- e. Submit the SF 315 to the OPT.
- f. 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.



Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

8.7.2 TSP Request Process – (cont'd)

2. Provisioning

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

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in .1a, above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

8.7.3 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 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.
- 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

8.7.4 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.
- 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

8.7.4 Responsibilities of the Company – (cont'd)

- 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.

8.7.5 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, then 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (cont'd)

8.8.1 Regulations

1. Obligations of eligible schools and libraries
  - a. Requests for service
    1. 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.
    2. 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.
    3. Services requested will be used for educational purposes.
    4. 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, except for services contained in this tariff which are excluded from the discount program, in accordance with the Rules.
    - b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situate non-residential customers for similar services (lowest corresponding price).

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (cont'd)

8.8.2 Obligations of the Company (cont'd)

- c. 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.

8.8.3 Discounted Rates for Schools and Libraries

1. 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.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. The discount rate is determined in accordance with the FCC Order, or notice from the Universal Service administrator, or other federally approved alternative measures (as permitted by the Rules).

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

8.9.1 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 and TVC Albany dba Tech Valley Communications PSC No. 1. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 95-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-0095 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.

8.9.2 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

8.9.2 Regulations (cont'd)

- d. Responsibility of eligible health care providers (cont'd)
  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.
  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.



Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (cont'd)

8.9.2 Regulations (cont'd)

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 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 State Public Service Commission approval.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (cont'd)

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.
- 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.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.10 Critical Facilities Administration Service

General:

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits. 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.

Customer Obligations

1. Customers' circuits must be federally registered as TSP circuits.
2. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wished to enroll in the service. Such circuits will be referred to as "subscribed circuits".
3. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the customer.
4. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential and comply with any security procedures established in support of CFAS. This may include, but will not be limited to, provision of appropriate passwords prior to forwarding of CFAS information.

Obligations of the Company

1. The Company will maintain data and restrict access by each customer to information relative to that customer's subscribed circuits.
2. Company will identify the physical path of each subscribed circuit whenever requested by the customer so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit. Where Company systems permit, information will be transmitted to the Customer in the form of an AutoCAD file with the coordinates included. The Customer must provide its own software capable of reading an AutoCAD file.

Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

8.10 Critical Facilities Administration Service (cont'd)

Obligations of the Company (cont'd)

3. 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.
4. 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.
5. 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 upon request.

Rates

There is no charge for CFA.

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CONTENTS

SECTION 9 – SPECIAL ARRANGEMENTS	Leaf
9.1 SPECIAL CONSTRUCTION .....	126
9.1.1 Basis for Charges .....	126
9.1.2 Basis for Cost Computation .....	126
9.1.3 Termination Liability .....	127
9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE.....	129
9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS.....	129

## SECTION 9 – SPECIAL ARRANGEMENTS

### 9.1 SPECIAL CONSTRUCTION

#### 9.1.1 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).

#### 9.1.2 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:

- I. 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.
- II. Cost of maintenance.
- III. Depreciation on the estimate 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 9 – SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

9.1.2 Basis for Cost Computation (cont'd)

- IV. Administration, taxes, and uncollectable revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Tariff preparation, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; or
- VIII. An amount for return and contingencies.

9.1.3 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.

- 9.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 9.1.3.2 Unless a different termination liability is set forth in a contract between the company and customer, 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 arrangements 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;

SECTION 9 – SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

9.1.3 Termination Liability (cont'd)

9.1.3.2 (cont'd)

2. license preparation, processing, and related fee;
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.

9.1.3.3 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 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 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.



SECTION 9 – SPECIAL ARRANGEMENTS (cont'd)

9.2 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.

9.3 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 which vary 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. Quoted rates may include term commitments and termination liabilities. 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:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement

CONTENTS

SECTION 10 – <u>LOCAL CALLING AREAS</u>	Leaf
10.1 General.....	131
10.2 RESERVED FOR FUTURE USE .....	132
10.3 NPA 518 EXCHANGE SCHEDULES.....	133

## SECTION 10 – LOCAL CALLING AREAS

### 10.1 General

The Company's local service areas, for purposes of determining whether a call is local or toll, are set forth below:

References to geographical or political exchanges are to the local exchange areas established by Verizon New York or other applicable Incumbent Local Exchange Carrier.

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.2 RESERVED FOR FUTURE USE

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS

From the Albany exchange to the following exchanges:

Albany	Greenfield Center	Saratoga Springs
Altamont	Greenville	Schenectady
Averill Park	Jonesville	Schuylerville
Ballston Spa	Hoosick Falls (N)	South Bethlehem
Berlin (N)	Kinderhook	Stephentown (N)
Berne	Mariaville	Troy
Castleton	Mechanicville	Valley Falls
Chatham (N)	Nassau	Voorheesville
Clarksville	Pittstown	West Lebanon (N)
Colonie	Ravena	Westerlo
Coxsackie	Rotterdam Junction	
Delanson	Round Lake	
Galway		

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Amsterdam Exchange to the following exchanges:

Amsterdam

Broadalbin

Galway

Johnstown

Mariaville

Rotterdam Junction

Tribes Hill

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Averill Park Exchange to the Following exchanges:

Albany

Averill Park

Castleton

Colonie

Jonesville

Nassau\*

Schenectady

Troy

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Ballston Spa Exchange to the following exchanges:

Albany  
Ballston Spa  
Colonie  
Galway  
Greenfield Center  
Jonesville  
Mechanicville  
Round Lake  
Saratoga Springs  
Schenectady  
Troy



SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Catskill exchange to:

Athens

Cairo

Catskill

Coxsackie

Freehold

Greenville

Hudson

Palenville

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Claverack Exchange to the following exchanges:

Athens

Claverack

Copake

Germantown

Hudson

Philmont

Pine Plains

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Cobleskill Exchange to the Following Exchanges:

Cobleskill

Bramanville (Call Band "B")

Central Bridge

Richmondville

Sharon Springs

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Colonie exchange to the following exchanges:

Albany	Jonesville	South Bethlehem
Altamont	Mariaville	Troy
Averill Park	Mechanicville	Valley Falls
Ballston Spa	Nassau**	Voorheesville
Berne	Pittstown	Westerlo
Castleton	Ravena	
Clarksville	Rotterdam Jct. (N)	
Colonie	Round Lake	
Delanson	Saratoga Springs	
Galway	Schenectady	
Greenfield Center	Schuylerville	

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Elizabethtown to the following exchanges:

Elizabethtown

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Hoosick Falls Exchange to the following exchanges:

Hoosick Falls

Troy

Pittstown

Cambridge

Albany

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Glens Falls exchange to:

Argyle

Corinth

Fort Ann

Glens Falls

Hartford

Kattskill Bay

Lake George

Lake Luzerne

Saratoga Springs

Schuylerville

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Hudson exchange to:

Athens

Catskill

Chatham

Claverack

Germantown

Hudson

Kinderhook

Philmont



SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Jonesville exchange to:

Albany	Jonesville	Saratoga Springs
Averill Park	Mechanicville	Schenectady
Ballston Spa	Pittstown	Schuylerville
Colonie	Round Lake	Troy
Delanson		Valley Falls
Galway		

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Lake George Exchange:

Lake George

Bolton Landing

Glens Falls

Warrensburg

Kattskill Bay

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Lake Placid Exchange to the following exchanges:

Lake Placid

Saranac Lake

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Mechanicville Exchange to the following exchanges:

Albany  
Ballston Spa  
Colonie  
Galway (C)  
Jonesville  
Mechanicville  
Pittstown  
Round Lake  
Saratoga Springs  
Schenectady (N)  
Schuylerville  
Troy

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Malone exchange to the following exchanges:

Brainardsville

Chateaugay

Fort Covington

Malone

Moira

St. Regis Falls

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Oak Hill Exchange to the following exchanges:

Cairo

Freehold

Greenville

Oak Hill

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Plattsburgh exchange to:

Champlain (N)

Chazy

Dannemore

Ellenburg Depot

Lyon Mountain (N)

Mooers (N)

Peru

Plattsburgh

Saranac

West Chazy

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Round Lake exchange to the following exchanges:

Albany	Pittstown
Ballston Spa	Round Lake
Colonie	Saratoga Springs
Galway	Schenectady
Jonesville	Troy
Mechanicville	Valley Falls



SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Saranac Lake exchange to the following exchanges:

Lake Placid

Paul Smiths

Saranac Lake

Tupper Lake

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Saratoga Springs (681) to:

Albany  
Altamont  
Ballston Spa  
Colonie  
Corinth  
Galway  
Glens Falls  
Greenfield Center  
Jonesville  
Lake Luzerne  
Mechanicville  
Round Lake  
Saratoga Springs  
Schenectady  
Schuylerville  
Troy

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Schenectady exchange to the following exchanges:

Albany	Esperance	Round Lake
Altamont	Galway	Saratoga Springs (C)
Averill Park	Greenfield Center (C)	Schenectady
Ballston Spa	Jonesville	Schuylerville (N)
Berne	Mariaville	South Bethlehem (N)
Castleton	Mechanicville	Tribes Hill (N)
Central Bridge (C)	Nassau	Troy
Clarksville	Pittstown	Valley Falls
Colonie	Ravena	Voorheesville
Delanson	Rotterdam Junction	Westerlo

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Ticonderoga exchange to the following exchanges:

Hague

Ticonderoga

Putnam

Crown Point (N)

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From Troy exchange to:

Albany	Mariaville
Altamont	Mechanicville
Averill Park	Nassau
Ballston Spa	Pittstown
Berlin (N)	Ravena
Berne	Round Lake
Castleton	Saratoga Springs
Clarksville	Schenectady
Colonie	Schuylerville (N)
Delanson	Stephentown (N)
Galway	South Bethlehem
Hoosick Falls (N)	Troy
Jonesville	Valley Falls
	Voorheesville
	Westerlo

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Willsboro exchange to the following exchange:

Willsboro

SECTION 10 – LOCAL CALLING AREAS (cont'd)

10.3 NPA 518 LOCAL CALLING AREAS (cont'd)

From the Windham exchange to the following exchanges:

Hunter

Lexington

Prattsville

Tannersville

Windham

## SECTION 11 – EXPLANATION OF TERMS

### AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

### ALTERNATE ROUTING (“AR”)

Allow E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

### ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

### APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

### ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

### ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

### 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 User.

### ATTENDANT

An operator of a PBX console or telephone switchboard.



## SECTION 11 – EXPLANATION OF TERMS (cont'd)

### AUTOMATIC LOCATION IDENTIFICATION (“ALI”)

The name and address associated with the calling party’s telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

### AUTOMATIC NUMBER IDENTIFICATION (“ANI”)

A system whereby the calling party’s telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

### BIT

The smallest unit of information in the binary system of notation.

### BUILDING

A structure enclosed within exterior wall or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

### CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

### CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

### CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

### CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

## SECTION 11 – EXPLANATION OF TERMS (cont'd)

### CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optic, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

### CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

### CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

### COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

### COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

### COMPANY

TVC Albany Inc. dba FirstLight Fiber, unless otherwise clearly indicated from the context.

### COMMISSION

The New York State Public Service Commission

SECTION 10 – EXPLANATION OF TERMS (cont'd)

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATIION POINT

The physical dividing point between the Company's network and the network, inside wire, or equipment of the customer.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 – 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

SECTION 11 – EXPLANATION OF TERMS (cont'd)

EMERGENCY SERVICE NUMBER (“ESN”)

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true or inconsistent with expected performance or non-performance. An “error”, can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber’s premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FIRSTLIGHT FIBER

TVC Albany, Inc. b/b/a FirstLight Fiber.

## SECTION 11 – EXPLANATION OF TERMS (cont'd)

### FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

### GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

### HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind – a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped – a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped – a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing – a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech – a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

SECTION 11 – EXPLANATION OF TERMS (cont'd)

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central office serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

SECTION 11 – EXPLANATION OF TERMS (cont'd)

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if place by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

SECTION 11 – EXPLANATION OF TERMS (cont'd)

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY (“MF”)

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.



## SECTION 11 – EXPLANATION OF TERMS (cont'd)

### 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.

### PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

### PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone (“COCOT”)

### PUBLIC SAFETY ANSWERING POINT (“PSAP”)

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP’s respond, first; secondary PSAP’s receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

### RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating

### REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

### RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without ‘adding value’) for profit.

### SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SECTION 11 – EXPLANATION OF TERMS (cont'd)

SELECTIVE ROUTING (“SR”)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

SECTION 11 – EXPLANATION OF TERMS (cont'd)

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING (“TD”)

An electronic signal emitted by the circuitry of Touch-Tone-Type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

Section 12 – RESERVED FOR FUTURE USE

SECTION 13 – <u>ISDN – PRIMARY RATE INTERFACE (PRI) SERVICE</u>	Leaf
13.1 GENERAL .....	174
13.2 REGULATIONS .....	174
13.3 PRI FEATURES .....	176
13.4 RATES AND CHARGES.....	177

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SECTION 13 – ISDN – PRIMARY RATE INTERFACE (PRI) SERVICE (cont'd)

13.1 General

- 13.1.1 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) is a central office-based service arrangement that is an alternative for individual access services, such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Toll-free services, and local business trunks.
- 13.1.2 ISDN-PRI is provisioned on a clear channel 1.5444 Mbps facility and uses the ISDN architecture of 23 “B” channels and one “D” channel or 24 “B” channels to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data, and imaging services via channelized transport.
- 13.1.3 ISDN-PRI provides the capability to transport customer information in the form of circuit-switched voice or data up to 64 Kbps over any “B” channel. One “D” channel can control up to 20 PRI trunks. In these cases, a single “D” channel in one ISDN-PRI trunk handles all signaling and control functions of the other trunks in the arrangement, which allow supplemental trunks to consist of 24 “B” channels.

13.2 Regulations

- 13.2.1 ISDN-PRI service is available from serving central offices equipped with the necessary “clear channel” facilities to provide ISDN-PRI service. Feature availability and service capabilities are dependent on the facilities and the digital technology providing the service.
- 13.2.2 Customer Provided Equipment (CPE) must be NI-2 compliant. Any CPE that requires custom switch features not supported in the NI-2 specification may be supported as an exception and priced on an individual case basis. Custom ISDN features based in specific switch types may be provided on an individual case basis.
- 13.2.3 The service is available from central offices that have the necessary facilities to provide ISDN-PRI service and the customer’s serving wire center is ISDN-PRI capable.

SECTION 13 – ISDN – PRIMARY RATE INTERFACE (cont'd)

13.2 Regulations (cont'd)

13.2.4 When a customer's serving office is not suitably equipped and the customer chooses to subscribe to ISDN-PRI Service from another Company-designated central office, the customer will utilize the dialing plan associated with the designated central office.

This section provides for PRI switching capabilities only and additional services must be subscribed to under separate sections of this tariff. Each ISDN-PRI trunk group is provided with one telephone number per channel.

13.2.5 Customers under contract who disconnect PRI services before the expiration of the contract period, shall pay an early termination liability charge equal to the monthly rate times the number of months remaining in the contract.

13.2.6 During the initial contract period, the customer may add PRI services at the same monthly rate specified in the customer's original contract.

13.2.7 If a customer discontinues other services provided by the Carrier and establishes ISDN-PRI that utilizes the same facilities, the non-recurring charge associated with the PRI facilities will be waived for the same quantity replaced by the ISDN-PRI access portion of the new service applies in all instances.

13.2.8 The PRI Subsequent Activity Charge (SAC) is applicable for any changes to customer configurations after the initial installation. The SAC is applicable per occurrence, not based on the number of trunks.

Section 13 – ISDN – PRIMARY RATE INTERFACE (cont'd)

13.3 PRI Features

- 13.3.1 Virtual NXX Numbers provide the customer to have a virtual presence in rate centers other than the rate center in which the service is provided.
- 13.3.2 “D” Channel Back-Up automatically takes over for a failed “D” channel in case of trouble. This may be subscribed to as part of a 23B+D Channel Back-Up arrangement.
- 13.3.3 Call-by-Call Service Selection provides an option to the dedicated channel configuration by allowing channels to be configured to access multiple services on a per call basis. With this feature, separate facilities are not required for individual services, such as DID, DOD, toll-free services, and local switched access lines.
- 13.3.4 Clear Channel capability allows the customer to transport 64 Kbps over the PRI channels with no constraint on the quantity or sequence of bits using the “Bipolar with Eight Zero Substitution” method of providing bit sequence independence.
- 13.3.5 Non-Facility Associated Signaling (NFAS) allows the D-channel signaling entity to assign calls to channels on more than one interface (including the one containing the D-channel). The collection of these B-channels and the controlling D-channel is called a PRI group. Up to 20 DSI facilities can be assigned to a PRI group.



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Section 13 – ISDN – PRIMARY RATE INTERFACE (cont'd)

13.4 Rates and Charges

<u>Features</u>	<u>Initial Charge</u>		<u>Monthly Rate</u>	
	Min	Max	Min	Max
Primary Rate Access:	\$100.00	\$2,000.00	\$100.00	\$1,000.00
Virtual NXX Numbers	\$ -	\$ 75.00	\$ 15.00	\$ 25.00
Clear Channel Capability	\$ -	\$ 100.00	\$ -	\$ 100.00
Call-by-Call capability	\$ 75.00	\$ 175.00	\$ 5.00	\$ 25.00
D-Channel Back-Up	\$100.00 (R)	\$ 400.00	\$ 25.00	\$ 100.00
Distance Extension	\$ -	\$ -	\$ 75.00	\$ 150.00

Charge (per repeater)

\*Customers who commit to the following term contracts for ISDN PRI Access Services shall receive the following discounts on the monthly charge for Primary Rate Access:

1 year	10%
3 years	20%
5 years	25%

Message Rate Charges

-Outgoing Channels Same as for Basic Business Line Service  
(Sec. 7.2.2.2.3)

Custom Calling Features (Including Call ID)

-Outgoing Channels Same as for Basic Business Line Service  
(Sec. 7.2.2.2.2)