

CTC LD, Inc.
P.S.C. NO. 1 - TELEPHONE
Effective Date: September 22, 2020

Leaf 1
Revision: 0
Superseding Revision:

TITLE SHEET
NEW YORK INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
CTC LD, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications services provided by CTC LD, Inc. ("CTC LD"), with principal offices at 11118 State Route 9, Champlain, New York 12919. This tariff applies for services furnished within the State of New York. This tariff is on file with the New York Public Service Commission, and copies may be inspected, during normal business hours, at CTC LD's principal place of business.

Issued by: Mark T. Webster, Controller
CTC LD, Inc.
P.O. Box 782, 11118 State Route 9
Champlain, New York 12919

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: Customerservice@champlaintelephone.com or,
- By Phone: Customer Service
1-518-298-2411
- By Mail:
CTC LD, Inc.
Attn: Customer Service
11118 State Route 9, PO Box 782
Champlain, New York 12919-0782

Contacting the New York State Department of Public Service with a Complaint

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:
Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States (M-F 8:30 am - 4:00pm); or
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax
- By Mail:

NYS Department of Public Service
Office of Consumer Services, 4th Floor
3 Empire State Plaza
Albany, NY 12223-1350

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TARIFF FORMAT

A. Leaf Numbering: Leaf numbers appear in the upper right corner of the Leaf. Leafs are numbered sequentially. However, new Leafs are occasionally added to the tariff. When a new Leaf is added between Leafs already in effect, a decimal is added. For example, a new Leaf added between Leafs 11 and 12 would be Leaf 11.1.

B. Leaf Revision Numbers: Revision numbers also appear in the upper right corner of each Leaf where applicable. These numbers are used to indicate the most current Leaf version on file with the Commission. For example, 4th Revised Leaf 13 cancels 3rd Revised Leaf 13. Consult the Check Leaf for the Leafs currently in effect.

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to CTC LD's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable CTC LD to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the New York Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of CTC LD and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or CTC LD - Used throughout this tariff to mean CTC LD, Inc., a New York corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of New York.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by CTC LD, Inc. for telecommunications between points within the State of New York. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested, and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in New York.

- 2.1.1 The services provided by CTC LD, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by CTC LD, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of CTC LD, Inc..
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 CTC LD's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of CTC LD's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of CTC LD's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 CTC LD's services are available for use twenty-four hours per day, seven days per week.

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- 2.2.5 CTC LD does not transmit messages, but the services may be used for that purpose.
- 2.2.6 CTC LD's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by CTC LD on the Customer's behalf.
- 2.4.3 If required for the provision of CTC LD's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to CTC LD.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to CTC LD and the Customer when required for CTC LD personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of CTC LD's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of CTC LD's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with CTC LD's facilities or services, that the signals emitted into CTC LD's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, CTC LD will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent-harm to CTC LD equipment, personnel or the quality of service to other Customers, CTC LD may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, CTC LD may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay CTC LD for replacement or repair of damage to the equipment or facilities of CTC LD caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any CTC LD equipment installed at Customer's premises.
- 2.4.9 If CTC LD installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, CTC LD may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due CTC LD for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over CTC LD's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting CTC LD from furnishing its services.

2.5.2 Without incurring liability, CTC LD may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and CTC LD's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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- 2.5.3 Service may be discontinued by CTC LD without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when CTC LD deems it necessary to take such action to prevent unlawful use of its service. CTC LD will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company reserves the right to examine the credit record of all service applicants and may require a deposit when determined to be necessary to assure future payment.

2.9 Advance Payments

CTC LD reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Except as specified in Section 2.13 below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the customer, as well as to all persons using the customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the customer. Recurring charges, deposits, and nonrecurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.10.4 In the case of the State of New York and its agencies, the City University of New York, the Facilities Development Corporation, and the State University Construction Fund, payment shall be due within forty-five days after receipt of a bill from the Company. In the event payment is not received by such date, interest may be applied to the amount due beginning on the day after the required payment date and ending in the date payment is actually received.

2.10.5 The rate of interest charged pursuant to Section 2.10.1 above shall be equal to the rate set by the state tax commission for corporate taxes pursuant to Section 1096(e)(1) of the tax law in effect on the date the interest payment is made.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

In addition to all recurring, non-recurring, minimum, usage, or special charges, customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, gross earnings, and gross revenue taxes. All such taxes shall be separately shown and charged on bills rendered by Company.

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2.12 Taxes (Cont'd)

The State gross revenue and gross earnings surcharge shall be applied to all charges for recurring, nonrecurring, minimum, usage, or special charges.

The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals of such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

Sales, use, and excise taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A \$20.00 fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$5.00 per line per occurrence will be charged when service is re-established for Customers which have been disconnected due to nonpayment.

2.16 Location of Service

The Company will provide service to Customers and their end users within the State of New York.

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2.17 Automatic number identification terms and conditions

A telephone corporation may 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.
- 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 services 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.

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2.18 Schools and Libraries Discount Program

2.18.1 General

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

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

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2.18.2 Regulations

2.18.2.A Obligation of eligible schools and libraries

2.18.2.A.1 Requests for service

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.

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.

Services requested will be used for educational purposes.

Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2.18.2.B Obligations of the Company

The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.

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The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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.

- 2.18.3 Discounted Rates for Schools and Libraries
 - 2.18.3.A Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
 - 2.18.3.B The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All 1+ and 800/888 calls are measured in six second increments, with a thirty (30) second minimum per call. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to the formula for determination of airline mileage contained in AT&T's Interstate IntraLATA Toll Services Guidebook Part 8, Section 2 which is incorporated herein by reference.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. CTC LD will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to the Company at:

P.O. Box 782, 11118 State Route 9
Champlain, New York 12919
(518)298-2411

Any objection to billed charges should be reported promptly to CTC LD. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by CTC LD, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent CTC LD 800 Service charges, the CTC LD Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of CTC LD or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. CTC LD's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 800/888 Service (Toll free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

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3.5.3 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.4 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.5 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.6 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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3.5.7 Champs Choice Plus Package

This package is available to Champlain Telephone Company residential customers. The package provides for Local, Unlimited Long Distance calls to the Continental US and Canada, Infinity Feature Package, and Data. Refer to Champlain Telephone Company's PSC NO. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$13.35, Mooers Exchange - \$12.81

3.5.8 Champs Choice Package

This package is available to Champlain Telephone Company residential customers. The package provides for Local, Up to 400 Long Distance minutes to the Continental US and Canada with a \$0.07 per minute charge over 400 minutes, Infinity Feature Package, and Data. Refer to Champlain Telephone Company's PSC NO.8 for Package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$8.73, Mooers Exchange - \$8.17

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3.5.9 Champs Choice Lite Package

This package is available to Champlain Telephone Company residential customers. The package provides for Local, Up to 150 Long Distance minutes to the Continental US and Canada with a \$0.07 per minute charge over 150 minutes, Infinity Feature Package, and Data. Refer to Champlain Telephone Company's PSC NO.8 for Package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$3.24, Mooers Exchange - \$3.24

3.5.10 Prime Choice Package

This package is available to Champlain Telephone Company residential customers. The package provides for Local, unlimited Long Distance minutes to the Continental US and Canada and Infinity Feature Package. Refer to Champlain Telephone Company's PSC NO.8 for Package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$1.76, Mooers Exchange - \$1.26

3.5.11 Unlimited 518 Biz Package

This package is available to On-facilities and On-Network Business customers. The package provides for Unlimited Local and Unlimited Long Distance calling for CTC LD Business customers in the 518 Area Code to all other customers located in the 518 Area Code that are rated Long Distance. Refer to CTC LD's PSC NO. 2 for Package regulations and rates.

3.5.12 CTC Biz One Package

This package is available to Champlain Telephone Company business subscribers with only one business line. This portion of the package provides for unlimited intrastate calling. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate Portion: Rouses Point and Champlain Exchanges - \$5.17, Mooers Exchange - \$4.76.

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3.5.13 CTC Biz Two Package

This package is available to Champlain Telephone Company business subscribers with two business lines. This portion of the package provides for unlimited intrastate calling. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing

Rates: Intrastate Portion: Rouses Point and Champlain Exchanges - first line \$2.96 and second line \$0.77. Mooers Exchange - first line \$2.30 and second line \$0.62.

3.5.14 Fiber Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates, Per Month: Intrastate Portion: Rouses Point and Champlain Exchanges - \$1.91, Mooers Exchange - \$1.91.

3.5.15 Double Play Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for unlimited Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates, Per Month: Intrastate Portion: Rouses Point and Champlain Exchanges - \$1.91, Mooers Exchange - \$1.91.

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3.5.16 Triple Play Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for unlimited Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates, Per Month: Intrastate Portion: Rouses Point and Champlain Exchanges - \$1.91, Mooers Exchange - \$1.91.

3.5.17 Traditional Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for unlimited Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$4.00, Mooers Exchange - \$4.00

3.5.18 Progressive Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for unlimited Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$4.00, Mooers Exchange - \$4.00

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3.5.19 Contemporary Package

This package is available to Champlain Telephone Company residential subscribers. This portion of the package provides for unlimited Local, unlimited Long-Distance minutes to the Continental US and Canada. Refer to Champlain Telephone Company's PSC No. 8 for package regulations. Customers must subscribe to ALL portions of the package to be eligible for the special pricing.

Rates: Intrastate portion: Rouses Point and Champlain Exchanges - \$4.00, Mooers Exchange - \$4.00

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SECTION 4 - RATES

4.1 Minimum and Maximum Rates

This tariff contains minimum and maximum rates pursuant to the New York State Public Service Commission's flexible pricing plan. Rates and service changes may be effective on one days notice to affected customers and to the Commission. Customers will have until the conclusion of the billing cycle for which the change in rate was effective to terminate service or decline to accept service at the new rate. If the customer so terminates service, recurring rate elements will be billed at the old rate for the remainder of the billing cycle in which the change is made. If the customer does not terminate service, rates for non-recurring elements will change as of the date specified by the Company. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date specified by the Company. Acceptance of service beyond the billing cycle in which the change occurred shall be deemed full acceptance by the customer of the new rate.

4.2 Best Rate Calling Plan

CTC LD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in New York as follows:

<u>Min.</u>	<u>Max.</u>
\$.05	\$.30

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4.3 800 Service

CTC LD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in New York as follows:

<u>Min.</u>	<u>Max.</u>
\$.05	\$1.00

4.4 Rate Periods

Day: 8 a.m. - 5 p.m.*, Monday - Friday
 Evening: 5 p.m. - 11 p.m.*, Sunday - Friday
 Night: 11 p.m. - 8 a.m.*, All Days
 Weekend: 8 a.m. - 11 p.m.*, Saturday
 Weekend: 8 a.m. - 5 p.m.*, Sunday

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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4.5 Directory Assistance Charges

A charge per number will be:

<u>Minimum</u>	<u>Maximum</u>
\$0.10	\$2.00

In no event shall such charges exceed those charged by AT&T and Verizon New York.

4.6 Quarterly Payment Plan

The Company shall offer any residential customer, sixty-two years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing, as projected from at least one full year's experience as a customer of Company, or based on estimates of future use in the case of a new customer, is not more than \$150.

4.7 Best Rate Plus Calling Plan

CTC LD will charge a flat rate per minute for business customers with no time of day discounts and without regard to mileage for calls originating and terminating in New York. This plan has a \$4.95 nondiscountable monthly fee per account, main billing number. The Best Rate Plus Calling Plan rate in New York is as follows:

<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$0.30

4.8 Best Rate Big Business Calling Plan

CTC LD will charge a flat rate per minute for business customers with no time of day discounts and without regard to mileage for calls originating and terminating in New York. If the business customer does not meet the minimum monthly billing of \$5,000.00, the rate will default to the Best Rate Plus Calling Plan rate (Section 4.9). The Best Rate Big Business Calling Plan rate in New York is as follows:

<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$0.30

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4.9 In Bound 800 Service

CTC LD will charge a flat rate per minute with no time of day discounts and without regard to mileage for In Bound 800 calls terminating in New York as follows:

<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$1.00

4.10 Single Solution Plan

This calling plan is available to CTC LD customers that subscribe to CTC LD local service. Residential and business customers may use this plan. CTC LD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in New York. The Single Solution Plan rate in New York is as follows:

<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$0.10

4.11 Communications Plus Plan

This calling plan is only available to CTC LD business customers that subscribe to CTC LD local service. Additionally, the business customer must have a minimum of 30 business lines, and have at least one T-1 line in service. CTC LD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in New York. The Communications Plus Plan rates in New York are as follows:

	<u>Minimum</u>	<u>Maximum</u>
Intralata - DDD	\$0.03	\$0.10
Interlata - DDD	\$0.03	\$0.10
Intralata - 800	\$0.03	\$0.10
Interlata - 800	\$0.03	\$0.10

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4.12 Millenium Minutes Plan

This calling plan is only available to CTC LD Business Customers that will maintain an average minimum of 190,000 minutes per month. The Millenium Minutes Plan rate in New York is as follows:

<u>Minimum</u>	<u>Maximum</u>
\$.03	\$.10

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