

Blink Communications Corp  
NY PSC Tariff No. 1  
Effective Date: January 18, 2018

Section: 8  
Leaf: 1  
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SECTION 8 - SPECIAL ARRANGEMENTS

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## SECTION 8 - SPECIAL ARRANGEMENTS

### 8.1 SPECIAL CONSTRUCTION

#### 8.1.1 Special Construction Charges

- a. Special construction, based on cost in the form of installation charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates when, because of unusual investment or expense, the revenue does not reasonably compensate the Company i.e. (1) when facilities are provided beyond the standard allowance, (2) when conditions require the provision of special equipment or unusual plant construction, installation or maintenance, or (3) when the customer's location requires annual payment for licenses or agreement for the use of Public or Private land.
- b. Except as specified, title to all construction provided wholly or partly at a customer's expense is vested in the Company.
- c. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provisions hereof, is borne by the customer. The customer is required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

#### 8.1.2 RESERVED FOR FUTURE USE

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## SECTION 8 - SPECIAL ARRANGEMENTS

### 8.1.3 Termination Liability

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

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

8.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

8.1.3.3 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.

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## SECTION 8 - SPECIAL ARRANGEMENTS

### 8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

### 8.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service 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. 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