

**Block Line Systems, LLC**  
New York PSC No. 1 - Telephone

Leaf 1  
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LOCAL EXCHANGE SERVICES TARIFF

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*This tariff, Block Line Systems, LLC New York PSC No. 1 - Telephone, supercedes and replaces, in their entirety, Line Systems, Inc. NY-P.S.C. No. 2 and Magellan Hill Technologies, LLC P.S.C. No. 3 - Telephone.*

BLOCK LINE SYSTEMS, LLC

COMPETITIVE LOCAL EXCHANGE CARRIER

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK

Issued in compliance with an Order of the  
New York Public Service Commission in Case No. 14-C-0324.

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Issued by: Brian Rex, Treasurer, Toledo, OH 43604

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

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

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**TARIFF FORMAT**

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the leaf. Leaves are numbered sequentially, however, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in upper right corner of each leaf. These numbers are used to determine the most current leaf version on file. For example, the 4<sup>th</sup> Revised Leaf 14 cancels the 3<sup>rd</sup> Revised Leaf 14. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence - There are seven 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.1.
- D. Check Sheets - When a tariff filing is made with the New York Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the leaves contained in the tariff, with a cross reference to the current revision number. When new leaves are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this leaf if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some leaves.)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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) - Allows 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 who 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

Automatic 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

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

Building - A structure enclosed within exterior walls 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 officer 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.

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 optics, 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

Company - Block Line Systems, LLC, unless otherwise clearly indicated by the context.

Commission - The New York State Public Service Commission.

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

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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.

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 and 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

Dual Tone Multi-Frequency (DTMF) - The pulse type employed by tone dial station sets. (Touch tone)

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. 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.

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

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.

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

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 offices 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.

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.

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.

Local Call - A call which, if placed by a customer over the facilities of the Company is not rates 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

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.

Measured 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, measured in increments of minutes or seconds.

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.

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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

PBX - A private branch exchange.

Point of Demarcation - The point where the Company's facilities end and the Customer's premises wiring begins.

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.

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 PSAPs respond first; secondary PSAPs 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 charges.

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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

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.

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.

Suspension - Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

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 carrier 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (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.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of New York, and terminating within a local calling area as defined herein.

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

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

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Use of Service

The Service(s) provided by the Company may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of the Service. The Customer shall not make use of the Services or underlying network:

- A. in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- B. in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- C. to transmit any material which, in the Company's sole discretion:
  - 1. violates any U.S. or state regulation, including material which infringes another's intellectual property rights,
  - 2. is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
  - 3. is discriminatory or otherwise offensive.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Shortage of Equipment or Facilities

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

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each agreement, or in any extension thereof, service shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one year terms unless terminated by either party upon 60 days written notice. The notice must be in the form of a letter, facsimile or e-mail. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the written agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Terms and Conditions (Cont'd.)

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. The Company's entire liability for any claims, loss, damages, or expenses from any cause whatsoever shall not exceed the sums actually paid to the Company by the Customer for the Service giving rise to the claim.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

- D. The Company, including but not limited to, its directors, officers, employees, representatives and agents, shall be indemnified and saved harmless by the Customer from and against all claims, demands, activities, suits, actions, losses, liabilities, damages and expense, including court costs, expenses and attorneys' fees due to:
1. Any act, negligence or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; cable cuts, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trademarks, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.5.
7. Availability of performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or services;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of the Company's employee(s) when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

D. (Cont'd.)

10. Any representations made by the Company's employees that do not comport or are inconsistent with the provisions of this tariff;
11. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
12. Any non-completion of calls due to network busy conditions;
13. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities;
14. Content of information passing through the Company's network, including the accuracy or quality of such information.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no other, and expressly disclaims all, warranties or representations, EXPRESS OR IMPLIED, concerning the service or any content received via the service, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.6 Notification of Service-Affecting Activities

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

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

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. The Company will deliver the Service(s) to the Customer's physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.
- E. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to be technically and operationally compatible with the facilities of the Company.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Provision of Equipment and Facilities (Cont'd)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company 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.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

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

2.1.10 Ownership of Facilities

The Company shall remain the sole owner of any equipment it provides and/or installs at the Customer's premises.

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the New York Department of Public Service's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company, at its sole discretion, may permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. the proper installation, operation and maintenance of Customer-provided equipment used in connection with the Company's facilities or equipment;
- C. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- D. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(D). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(E); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- H. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- I. not causing any harm to the Company's equipment and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- J. arranging for the installation of any additional premises wiring, if needed, at Customer's sole cost and expense after the Company terminates the Service(s) at the recognized point of demarcation.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

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

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

2.4 Customer Equipment and Channels

2.4.1 General

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

The Company will deliver the Service(s) to the Customer at the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's recognized point of demarcation.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and in compliance with any industry standards and/or FCC rules and regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such Customer-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month=s charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required for business Customers in addition to a deposit. An advance payment may not be required for residential Customers in addition to a deposit.

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

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- A. Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit or advance payment in an amount up to the maximum allowed by law for Service.
- B. The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- C. The Company also reserves the right to change credit terms and conditions for business Customers based on the Customer's payment history and credit worthiness.
- D. If no maximum deposit has been established by law, the Customer will be required to furnish a deposit in an amount based upon two (2) month's estimated usage.
- E. The Company will pay interest on such deposit at the rate established by the New York Department of Public Service in accordance with Title 16 NYCRR §600.1(a) for non-residential Customers and Title 16 NYCRR §609.9(e) for residential Customers.
- F. The establishment of credit shall be governed by the New York Department of Public Service.
- G. The Company shall automatically refund the deposits of Customers in accordance with Public Service Law §117 and Title 16 NYCRR §600.1(b) for non-residential Customers and Title 16 NYCRR §609.9(g)(1) through §609.9(g)(4) for residential Customers.

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

2.6 Payment Arrangements

2.6.1 Payment for Service

- A. The requirements listed below apply to all Customers of the Company. See Section 2.6.8 for special payment arrangements applicable to Residential and Student Customers.
- B. The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services.
- C. The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis. The Customer shall remain liable for all unauthorized of the Company's Service(s) by Users. The Company may analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.
- D. The Customer shall render payment in the amount of and on or before the date stated on the invoice.

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

2.6 Payment Arrangements (Cont'd.)

2.6.1 Payment for Service (Cont'd.)

- E. If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer shall the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.5.
  
- F. The Customer is responsible for all state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) which are listed as separate line items and are not included in the rates quoted in this tariff. The Customer is also responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable on or before the date stated on the invoice.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable on or before the date stated on the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- E. All past due amounts shall bear interest at 1.5% per month for business Customers and 1.0% per month for residential Customers. Such amount will apply to checks or drafts presented for payment which are returned, plus an additional service charge up to the maximum allowed by law. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.

Late payment charges do not apply to final accounts.

Late payment charges do not apply to governmental 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).

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- F. The Customer should notify the Company of any disputed items on an invoice within sixty (60) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New York Department of Public Service in accordance with the Department's rules of procedure. The address of the Department is as follows:

New York Department of Public Service  
3 Empire Plaza  
New York, New York 12223

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates defined in Section 3.2 and stipulated in Rate Schedule, Section 3(A).

- H. Duplicate Bills

A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. The Company will assess this charge based on an individual case basis (ICB). Requests for duplicate bills can be made either verbally or in writing.

- I. Special Bill Handling Fee

A \$25.00 special bill handling fee, plus the cost of labor and materials in excess thereof, will apply to customers who request special bill handling outside of the included monthly remittance available today.

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may refuse, terminate, discontinue or limit the use of service (either temporarily or permanently) to the Customer for the following reasons provided in this Section 2.6.3. Customers will be provided written notice prior to discontinuance in accordance with Title 16 NYCRR §600.3(a), §600.3(b) and §600.3(e) for business Customers and Title 16 NYCRR §609.4(c)(1) and §609.4(c)(1) for residential Customers.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A), 2.6.3(B), and 2.6(D) the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and shall be suspended in accordance with Title 16 NYCRR §609.4(d).
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause (Cont'd.)

- E. The Company shall suspend, terminate, disconnect or limit the use of Service in circumstances where the Customer's unlimited access to the network might result in substantial loss of revenue to the Company.
- F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G. Without notice in the event of tampering with the equipment or services furnished by the Company.
- H. Without notice in the event that a condition on the Customer's premises is hazardous.
- I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after fifteen (15) days, the Customer has not complied with the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service in accordance with the Title 16 NYCRR rules referenced in this Section 2.6.3.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company sixty (60) days written notice of desire to terminate service.

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

2.6 Payment Arrangements (Cont'd.)

2.6.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Return Check Charge

A return check charge of not more than the lesser of the amount agreed upon, if contracted for, or \$25.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.6 Payment Arrangements (Cont'd.)

2.6.8 Special Billing Arrangements for Residential and Student Customers

Residential Customers shall render payment by using one of BTI's Preferred Payment Methods. Customers that do not utilize a Preferred Payment Method shall bear a monthly processing fee at the lesser of \$5.00 or the maximum rate permitted by law. Students shall render payment by using one of BTI's Required Payment Methods.

A. Preferred Payment Methods for Residential Accounts:

1. Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of the invoice.
2. Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.
3. Electronic Payment – Payment on account is made by the Customer through the BTI Electronic Payment System on or before Day 24 after the date of the invoice.

B. Required Payment Methods for Student Accounts:

1. Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of invoice.
2. Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.

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

2.7 Allowances for Interruptions in Service

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within five (5) days of the date that service was affected.

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

- A. Credit allowance for 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 this Tariff. 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 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. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. The credit shall apply only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Services. The credit will apply against future services only and will not reduce the amount of any outstanding balance.

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

- B. For calculating credit allowances, every month is considered to have 720 hours.
- C. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- D. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. This credit applies only to monthly recurring charges, and does not affect any charges based upon Customer's actual usage of Company's services.

Credit Formula:

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

- "A" - outage time in hours
- "B" - total monthly charge for affected facility

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

2.8 Cancellation of Service/Termination Liability

2.8.1 If the Customer cancels or terminates an order prior to the installation of non-contracted Services, the Company shall be administered in accordance with the regulations stipulated in Section 2.6.5.

2.8.2 Cancellation by the Customer without Cause

The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Term Plan Agreement. If the Customer terminates all or any part of the Services obtained under the Term Plan Agreement prior to the expiration of the Initial Term or any Renewal Term then in effect for any reason other than Cause (as set forth in Section 2.8.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for liquidated damages, and not as a penalty, an amount equal to the sum of all of the following that apply to the Service(s) terminated by the Customer;

- A. a charge equal to 100% of the monthly recurring charges for the Service(s) terminated multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;
- B. for each other Service that is terminated, a charge equal to the greater of the following:
  - 1. 100% of the sum of the minimum monthly usage commitment, if any, and any monthly recurring charge applicable to the Service terminated, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect; or
  - 2. the average of the highest three (3) months billed for such terminated Service (including, without limitation, any monthly recurring charge applicable to such Service) since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;

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

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

2.8.2 Cancellation by the Customer without Cause (Cont'd.)

- C. a charge equal to the total costs and expenses incurred by the Company in connection with installing, providing and removing a Service, including any early termination or cancellation charges incurred by the Company from third parties on the Customer's behalf. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

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

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

2.8.3 Cancellation by the Customer with Cause

A customer may have his service disconnected upon written notice to Company. Company will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 60 days written notice of cancellation in advance.

If the Customer is receiving multiple types of Services, or receiving Services at multiple locations, the Customer's right to terminate Service(s) as set forth in this section shall be limited to termination of the affected Service(s) only or at the affected location(s) only.

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

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

2.8.4 Cancellation by the Company

A. The Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability to the Customer, upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice) and in addition to Section 2.6.3:

1. if any balance is past due;
2. if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail; or
3. when necessitated by conditions beyond the Company's control;
4. by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service.

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

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

2.8.4 Cancellation by the Company (Cont'd.)

- B. In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability to the Customer for the following reasons:
1. if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;
  2. the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;
  3. the Customer's usage exceeds parameters based on historical usage by the Customer.

In the event the Company permanently terminates Service to the Customer under this section, any agreement between the Customer and the Company, including Terms and Conditions, shall terminate. The Customer shall be liable for all liquidated damages.

2.8.5 Final Invoice

Upon termination, the Company shall forward a final invoice to the Customer, which such invoice will include, without limitation, all charges (including, without limitation, recurring charges) incurred up to the effective termination date and all applicable liquidated damages.

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

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

2.8.6 Company Contact Information for Cancellation

The Customer shall use the following addresses for cancellation and disconnect requests only:

- A. FAX – 419-724-7074
- B. US Mail – Block Line Systems, LLC; 405 Madison Avenue, Suite 2100; Toledo, Ohio 43604
- C. Such request shall include all of the following that apply:
  - 1. an itemized list of the Service(s) that Customer wishes to disconnect;
  - 2. the Customer's account number;
  - 3. affected circuit ID's;
  - 4. affected telephone numbers; and,
  - 5. the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

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

2.9 Customer Liability for Unauthorized Use of the Network

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

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

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

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE NEW YORK DEPARTMENT OF PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the New York Department of Public Service regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

2.11 Transfers and Assignments

The Company may not transfer or assign the Customer's agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. All regulations and conditions contained in this Tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

The Company may assign its rights and duties to (a) any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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

2.12 Notices and Communications

- 2.12.1 The Customer shall designate a specific person as the contact with authority to conduct business with the Company. The Customer shall notify the Company in writing if the Customer's contact person is changed. The Company reserves the right to reject any Customer requests, cancellations and/or notices received from any person other than the designated Customer contact person.
- 2.12.2 The Customer shall designate on the written agreement an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3 The Company shall designate on the written agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing.
- 2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Restoration of Service

- 2.13.1 Service suspended by the Company and later restored, will be subject to a reconnection fee as defined in Section 3.1.3(A) of this tariff. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.
- 2.13.2 The use and restoration of certain telecommunications services in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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

2.14 Flexible Pricing

2.14.1 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.

2.14.2 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 notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.15 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 Title 16 NYCRR for installation service, the rules of the Commission shall prevail.

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

2.16 Telephone Surcharge

2.16.1 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 2.16.2 and 2.16.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in the Rate Schedule at the end of this tariff.

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

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

2.16 Telephone Surcharge (Cont'd.)

2.16.3 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 and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

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

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

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

2.17 Additional Provisions Applicable to Business Customers

2.17.1 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;
  2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  3. At any location when the listing or public advertising indicates a business or a profession;
  4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  5. At any location where the customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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

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

2.17.2 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.

2.17.3 Deposits

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

2.17.4 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.

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

2.18 Additional Provisions Applicable to Residential Customers

2.18.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

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

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

2.18.2 Telephone Number Changes

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

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

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

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

2.18.3 Deposits

A. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.5.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once 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.

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

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

2.18.3 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.

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, 2.18.7 below.)

New deposits from a residential customer is 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.

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

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

2.18.4 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.

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.

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

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

2.18.5 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.

2.18.6 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.

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

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

2.18.7 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 whom 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.

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

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

2.18.8 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.

2.18.9 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.

2.18.10 Suspension or Termination – Medical Emergencies

In the event of a medical emergency as defined in Title 16 NYCRR, Sec. 633.5, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in Title 16 NYCRR, 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 - RULES AND REGULATIONS (CONT'D.)**

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

2.18.11 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 Title 16 NYCRR, 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 cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.18.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 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 backbilling period.

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

2.19 Automatic Number Identification

2.19.1 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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

2.19 Automatic Number Identification (Cont'd.)

2.19.1 Regulations (Cont'd.)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
  
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the 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.

2.19.2 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.

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

2.20 Service Changes

2.20.1 If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. To request a move of Service from an existing location to a new location, Customer must contact the Company's Customer Care at least 45 days prior to the move. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

- A. In lieu of normal installation charges, dedicated access line Customers will be charged a \$1,000.00 Move Fee;
- B. any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- C. any increase in rates allowed by applicable law.

In addition, the Company may require the Customer to sign a new Term Plan Agreement for Service in the new location.

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

2.21 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

2.21.1 General

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

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

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.1 General (Cont'd.)

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.2 TSP Request Process

A. Restoration

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

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

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

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.2 TSP Request Process (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.21.2(A) above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.26.2(A)(1) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.3 Responsibilities of the End-User

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

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.4 Responsibilities of the Company

The Company will perform the following:

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

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

2.21 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority (Cont'd.)

2.21.4 (Cont'd.)

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

2.21.5 Preemption

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

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

2.22 Special Service and Programs

2.22.1 Lifeline Telephone Service

Lifeline Telephone Service is a federal program which supports universal service through reimbursement to Eligible Telecommunications Carriers (ETC). For information regarding this program and requirements to become an ETC, refer to Section 214(e)(2) and 214(e)(6) of the Telecommunications Act of 1934( as amended) and Sections 54.101-54.207 of the Rules of the Federal Communications Commission (Title 47-Code of Federal Regulations)

A. Lifeline Telephone Service Options

1. Flat Rate Lifeline Service

This service provides a full waiver of the monthly subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for flat rate Lifeline customers.

2. Basic Lifeline Service

This service provides a full waiver of the monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for message rate Lifeline customers. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

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

2.22 Special Service and Programs (Cont'd.)

2.22.1 Lifeline Telephone Service (Cont'd.)

B. 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.

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.

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

2.22 Special Service and Programs (Cont'd.)

2.22.1 Lifeline Telephone Service (Cont'd.)

B. Eligibility (Cont'd.)

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

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

C. Charges

A qualified customer may choose one of the Lifeline services as described above. 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:

1. Message Rate Service to Basic Lifeline Service;
2. Basic Lifeline Service to Message Rate Service.
3. Flat Rate Service to Flat Rate Lifeline service;
4. Flat Rate Lifeline Service to Flat Rate Service.

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

2.22 Special Service and Programs (Cont'd.)

2.22.2 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 qualification for Lifeline Telephone Service stipulated in 2.22.1.B 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.

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

2.22 Special Service and Programs (Cont'd.)

2.22.3 Special Equipment for the Hearing or Speech Impaired Customer

- A. 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.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- D. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- E. The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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

2.22 Special Service and Programs (Cont'd.)

2.22.4 Discounted Service for the Hearing or Speech Impaired Customer

A. General

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

B. Certification

Acceptable certifications are:

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

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

2.22 Special Service and Programs (Cont'd.)

2.22.4 Discounted Service for the Hearing or Speech Impaired Customer (Cont'd.)

C. Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 1, "Handicapped Person," for a listing of the necessary qualifications.

D. Billing

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

2.22.5 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy.

If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call

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

2.22 Special Service and Programs (Cont'd.)

2.22.6 New York Relay Service

A. 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.

B. Regulations

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

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

2.22 Special Service and Programs (Cont'd.)

2.22.6 New York Relay Service (Cont'd.)

B. Regulations (Cont'd)

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

- a. calls to informational recordings and group bridging service;
- b. calls to time or weather recorded messages;
- c. station sent paid calls from coin telephones; and
- d. operator-handled conference service and other teleconference calls.

C. 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 2 - RULES AND REGULATIONS (CONT'D.)**

2.22 Special Service and Programs (Cont'd.)

2.22.7 Special Credit Card for Blind and Disabled Persons

A. General

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

B. Rates

1. Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

2. Outside the Company's Territory, but within New York State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

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

2.22 Special Service and Programs (Cont'd.)

2.22.7 Special Credit Card for Blind and Disabled Persons (Cont'd.)

C. Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those 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.
2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

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

2.22 Special Service and Programs (Cont'd.)

2.22.7 Special Credit Card for Blind and Disabled Persons (Cont'd.)

D. Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill, otherwise a separate bill will be sent.

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

2.22 Special Service and Programs (Cont'd.)

2.22.8 Schools and Libraries Discount Program

A. General

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

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

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

2.22 Special Service and Programs (Cont'd.)

2.22.8 Schools and Libraries Discount Program (Cont'd.)

B. Regulations

1. Obligation of eligible schools and libraries

a. Request 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) Service 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.

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

2.22 Special Service and Programs (Cont'd.)

2.22.8 Schools and Libraries Discount Program (Cont'd.)

B. Regulations (Cont'd.)

2. Obligations of the Company

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

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

2.22 Special Service and Programs (Cont'd.)

2.22.8 Schools and Libraries Discount Program (Cont'd.)

C. 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 based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
4. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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

2.22 Special Service and Programs (Cont'd.)

2.22.9 Health Care Providers Support Program

A. General

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

B. Regulations

1. 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.
2. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
3. 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.

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

2.22 Special Service and Programs (Cont'd.)

2.22.9 Health Care Providers Support Program (Cont'd.)

B. Regulations (Cont'd.)

4. Responsibility of eligible health care providers

- a. 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.
- b. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- c. 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.
- d. 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.
- e. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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

2.22 Special Service and Programs (Cont'd.)

2.22.9 Health Care Providers Support Program (Cont'd.)

B. Regulations (Cont'd.)

5. Responsibility of the Company

- a. 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 2.22.9.A preceding.
- b. 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.
- c. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York Department of Public Service approval.

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

2.22 Special Service and Programs (Cont'd.)

2.22.9 Health Care Providers Support Program (Cont'd.)

C. 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:

1. 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.
2. 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.
3. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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

2.23 Special Construction

2.23.1 Basis for Charges

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

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of A, B, and C.

2.23.2 Basis for Cost Computation

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

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

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

2.23 Special Construction (Cont'd.)

6.12.2 Basis for Cost Computation (Cont'd)

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

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

2.23 Special Construction (Cont'd.)

2.23.3 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. costs of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities;.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 2.23.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2.23.3.B preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 3 - SERVICE AREAS**

3.1 Exchange Classifications

3.1.1 General

Line Systems, Inc. offers Local Exchange Service within the Verizon New York Inc., Footprint Exchange Areas and Local Calling Areas.

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**SECTION 4 - CONNECTION CHARGES**

4.1 Connection Charge

4.1.1 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.

4.1.2 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. From time to time the Company may waive or reduce the Connection Charge in conjunction with a special limited promotion.

4.1.3 Line Connection Charge

	<u>Minimum</u>	<u>Maximum</u>
Business	\$25.00	\$200.00
Residence	\$25.00	\$200.00

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**SECTION 4 - CONNECTION CHARGES (CONT'D.)**

4.2 Restoral Charge

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

	<u>Minimum</u>	<u>Maximum</u>
Business	\$5.00	\$600.00
Residence	\$5.00	\$600.00

4.3 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 – of existing service at the same location.

Business Charge per:	Move	Add	Change
Minimum:	\$5.00	\$5.00	\$5.00
Maximum:	\$150.00	\$150.00	\$150.00
Residence Charge per:	Move	Add	Change
Minimum:	\$5.00	\$5.00	\$5.00
Maximum:	\$100.00	\$100.00	\$100.00

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**SECTION 4 - CONNECTION CHARGES (CONT'D.)**

4.4 Charges Associated with Premises Visit

4.4.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

4.4.2 Customer Premise Visit Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>2 Hour MINIMUM</u>	<u>MAXIMUM</u>
Per Premises Visit, Residence:	\$50.00	\$300.00
Per Premises Visit, Business:	\$50.00	\$300.00

Each Additional 15-min Increment after minimum is met: \$21.25

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**SECTION 4 - CONNECTION CHARGES (CONT'D.)**

4.5 Primary Interexchange Carrier Change (PICC) Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	<u>Minimum</u>	<u>Maximum</u>
PICC Charge:	\$0.00	\$10.00

4.6 Record Change Charge

The Record Change Charge is a flat rate charge per feature added to an existing NPA-NXX-line.

	<u>Minimum</u>	<u>Maximum</u>
Record Change Charge per feature	\$2.50	\$30.00

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**SECTION 5 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS**

5.1 Special Arrangements

5.1.1 Contracts

Line Systems, Inc. may offer customized service packages under special arrangements on a case by case basis. 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.

5.1.2 Promotional Offerings

Line Systems, Inc. may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

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5.2 Miscellaneous Charges

5.2.1 General

These charges are nonrecurring and apply to various Customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this tariff.

A. F.C.C. Line Charge

An End User Common Line (EUCL) charge will be applicable on a monthly basis to Single Line or Multiline Residence Customers.

B. Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange Carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains within the existing rate center after the switch. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

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5.2 Miscellaneous Charges (Cont'd)

5.2.2 Custom Features

These features will include all features offered under Bell-Atlantic's UNE-Platform provisions.

5.2.3 Listings

Customers shall provide the Company with information for all listings.

A. Primary Listings

The Customer will receive one primary listing in the alphabetical section of the directory which serves the Customer's location.

B. Additional Listings

The term additional listing denotes any listing, regardless of form, in addition to the primary listing. A monthly rate may apply for each additional listing.

C. Rates

Per Listing	<u>Minimum</u>	<u>Maximum</u>
Primary Listing		
Residential	\$2.10	\$10.00
Business	\$2.10	\$10.00
Additional Listing (per listing)		
Residential	\$2.10	\$10.00
Business	\$2.10	\$10.00

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5.2 Miscellaneous Charges (Cont'd)

5.2.3 Listings (Cont'd)

D. OSS Surcharge

The Company will place a administrative surcharge, on a per line basis, to support for its Operations Support Systems. This is a pass through charge from the Company's underlying carrier.

Minimum  
\$0.25

Maximum  
\$2.50

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5.3 Operator Services

5.3.1 Directory Assistance

Directory Assistance service allows customers to request information from Directory Assistance records.

A. Rates

	<u>Minimum</u>	<u>Maximum</u>
Per Request	\$0.80	\$2.00

5.3.2 Directory Assistance Call Completion Service

Directory Assistance Call Completion provides a Customer Calling Directory Assistance with the option of having the call to the requested numbers completed. Directory Assistance Call Completion Service is furnished only where facilities are available.

A. Rates

	<u>Minimum</u>	<u>Maximum</u>
Per Call Completion	\$0.35	\$2.00

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5.3 Operator Services (Cont'd)

5.3.3 Busy Line Verification

Upon customer request the operator will verify and provide the line status condition subject to a charge for each request. The service charge is applied to all attempts to verify the condition of a customer line, busy talking, busy not talking (e.g., off hook) except attempts which are unsuccessful due to network and/or equipment failure.

A. Rates

	<u>Minimum</u>	<u>Maximum</u>
Per Verification	\$5.00	\$10.00

5.3.4 Busy Line Interrupt

Upon customer request, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. This charge includes verifying the line status condition and call interruption.

A. Rates

	<u>Minimum</u>	<u>Maximum</u>
Per Interrupt	\$5.00	\$10.00

5.3.5 Operator Assistance

Operator Assistance will be provided by Verizon New York and customers will be charged the Verizon New York tariff rates.

A. Rates

	<u>Minimum</u>	<u>Maximum</u>
Operator-Assisted Local Calls	\$3.00	\$10.00
Person to Person	\$3.00	\$10.00
Collect Call	\$3.00	\$10.00
Operator-dialed Charge	\$3.00	\$10.00

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5.4 Installation Charges

The following non-recurring charges will apply to installation of new, non-existing, services or for moves. These charges are a one-time non-recurring charge. These charges are non-refundable. If a customer cancels the service after the installation and before the commencement of service, customer is responsible for the charges incurred.

Service	<u>Minimum</u>	<u>Maximum</u>
POTS Line	\$75.00	\$250.00
Analog Trunk	\$75.00	\$250.00
Centrex	\$75.00	\$250.00
DID (per PBX Trunk)	\$150.00	\$700.00
ISDN BRI	\$50.00	\$200.00

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5.5 Consumer Services and Rates

5.5.1 Usage and Basic Line Charges

Current BA-NY Usage and Basic Line Charges*	Maximum Discount Offered by Line Systems
Under \$31.00	10%
\$31.01 - \$40.00	14%
\$40.01 - \$50.00	16%
\$50.01 - \$60.00	20%
\$60.01 - \$75.00	24%
\$75.01 - \$100.00	28%
\$100.01 +	35%

\*\* Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff or the tariff of Verizon New York. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff.

\* *As of March 8, 2005, this service offering will only be available to current customers.*

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5.5 Consumer Services and Rates (Cont'd)

5.5.2 Unlimited Local and LD Bundle Service

Unlimited Local and LD Bundle consists of basic local exchange service as part of a bundle or package of telecommunications services to its residential Customers. The bundle includes 1500 minutes of local service, 500 minutes of intrastate long distance and interstate long distance; along with the following features: Call Waiting and Caller ID and a choice of one of the following: Ultra Call Forward, Call Forward Variable or Call Forward No Answer/Busy.

A. Rates and Charges

	<u>Monthly Recurring Charge</u>
All Cells	\$44.95

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5.6 Service Features

5.6.1 Customer Features

The features listed in this section are offered by the Company to Residential and Business Customers. Service availability may vary between On-Net and Off-Net Customers. These features, where not included as part of a product offering, may be purchased individually. Each feature will be billed a one-time installation charge and a monthly recurring charge.

- A. Call Block - This service prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is necessary to dial an activation code prior to placing the call.
- B. Call Forwarding Busy Line, Don't Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Busy Line No Answer. 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 by Call Forwarding - Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.
- C. Call Forwarding Busy Line - Permits the forwarding of incoming calls when the end- user's line is busy. The forwarded number is fixed by the end-user service order.
- D. Call Forwarding, Don't Answer - This service permits the forwarding of incoming calls when the Customer's line remains unanswered after a designated number of rings. The number of rings and the number to which calls will be forwarded are specified on the Customer's service order.

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5.6 Service Features (Cont'd)

5.6.1 Customer Features (Cont'd)

- E. Call Waiting - This service permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established
- F. Three Way Calling - This service permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Caller initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- G. Select Call Forwarding - This service permits the Customer to automatically forward (transfer) calls from up to ten pre-selected numbers to another telephone number. Call Forwarding Selective can be used in conjunction with Call Forwarding.
- H. Call Forwarding Variable - This service allows the Customer to automatically forward all incoming calls to another telephone number.

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5.6 Service Features (Cont'd)

5.6.1 Customer Features (Cont'd)

- I. Return Call (\*69) - This service allows the Customer to return a call to the last incoming call. Upon activation, the number will be redialed automatically every 45 seconds for up to 30 minutes or until a connection is established. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- J. Speed Calling – 8 Number Capacity - This service permits the Customer to place calls to other telephone numbers by dialing a one-digit code rather than the complete telephone number. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number.
- K. Call Forwarding, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Calls forwarded by this feature may be subject to local or long distance message charges as appropriate. Normal transmission performance quality is not guaranteed for forwarded calls.

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5.6 Service Features (Cont'd)

5.6.2 Rates and Charges

A. Non-recurring Charges

Customers will be charged a non-recurring charge for each feature installed.

	Per feature per line	
	Minimum	Maximum
Non-recurring Charge	\$1.00	\$20.00

B. Monthly Charges

Customers will be charged the following monthly charge per line for each features as shown below:

Feature	Monthly Charge	
	Minimum	Maximum
Call Block	\$1.00	\$20.00
Call Forwarding – Busy Line/Don't Answer	\$1.00	\$20.00
Call Forwarding – Busy Line	\$1.00	\$20.00
Call Forwarding – Don't Answer	\$1.00	\$20.00
Call Waiting	\$1.00	\$20.00
Three-Way Calling	\$1.00	\$20.00
Select Call Forwarding	\$1.00	\$20.00
Call Forward Variable	\$1.00	\$20.00
Return Call (*69)	\$1.00	\$20.00
Speed Calling – 8 Number Capacity	\$1.00	\$20.00
Call Forwarding, Remote Access	\$1.00	\$20.00
Distinct Ring Service	\$1.00	\$20.00
Caller ID – Number Only	\$1.00	\$20.00
Caller ID	\$1.00	\$20.00

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5.7 Commercial Service and Rates

5.7.1 Basic Service

The rates listed below include touch-tone service and reflect service rates throughout the state of New York.

5.7.2 Flat Rate Service

Flat Rate Service is a stand-alone local exchange service based on a customer's current total monthly charges, divided by the total number of lines to determine the average cost per line. This service allows for the Customer to select his or her Presubscribed Interexchange Carrier. The total cost per line determines the percentage discount. Lines charges, after the discount percentage is applied, are then rounded to the nearest \$0.50 increment. The percentage discount does not apply to lines where the local charges are less than \$29.00. If the local charges are less than \$29.00 per line, then the charge will be \$25.00 per line.

A. Usage and Basic Line Charges

Current BA-NY Usage and Basic Line Charges*	Maximum Discount Offered by Line Systems
\$0 - \$28.99	10%
\$29.01 - \$40.99	14%
\$41.00 - \$50.99	16%
\$51.00 - \$60.99	20%
\$61.00 - \$75.99	24%
\$76.00 - \$100.00	28%
\$101 +	35%

\*\* Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff or the tariff of Verizon New York, Inc. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff.

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5.7 Commercial Service and Rates (Cont'd)

5.7.3 Unlimited Local and LD Bundle

Unlimited Local and LD Bundle consists of basic local exchange service as part of a bundle or package of telecommunications services to its business Customers. The bundle includes unlimited local service, intrastate long distance and interstate long distance; along with the following features: Call Waiting, Caller ID Call Forwarding, and Call Forwarding – Remote Access. This service is offered via a POTS Line, Analog Trunk, or Centrex.

A. Rates and Charges

1. POTS Line

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$20.00	\$100.00
DLTC 1B	\$20.00	\$100.00
DLTC 2	\$20.00	\$100.00

2. Analog Trunk

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$20.00	\$100.00
DLTC 1B	\$20.00	\$100.00
DLTC 2	\$20.00	\$100.00

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5.7 Commercial Service and Rates (Cont'd)

5.7.3 Unlimited Local and LD Bundle (Cont'd)

A. Rates and Charges (Cont'd)

3. Centrex

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$20.00	\$100.00
DLTC 1B	\$20.00	\$100.00
DLTC 2	\$20.00	\$100.00

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5.7 Commercial Service and Rates (Cont'd)

5.7.4 Local Metered Service

Local Metered Service consists of single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Local exchange service lines and trunks are provided on a single party (individual) basis only. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Local Metered Service is offered via a POTS Line, Analog Trunk, or Centrex.

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5.7 Commercial Services and Rates (Cont'd)

5.7.4 Local Metered Service (Cont'd)

A. Rates

1. POTS Line

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$20.00	\$100.00
DLTC 1B	\$20.00	\$100.00
DLTC 2	\$20.00	\$100.00

2. Analog Trunk

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$10.00	\$75.00
DLTC 1B	\$10.00	\$75.00
DLTC 2	\$10.00	\$70.00

3. Centrex

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	Minimum	Maximum
DLTC 1A	\$10.00	\$75.00
DLTC 1B	\$10.00	\$75.00
DLTC 2	\$10.00	\$70.00

4. Per Minute Usage Charge

	<u>Minimum</u>	<u>Maximum</u>
Per Minute	\$0.001	\$0.050

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5.7 Commercial Service and Rates (Cont'd)

5.7.5 ISDN Basic Rate Interface (BRI) Service

BRI is a local exchange access service based on the BRI arrangement of the Integrated Services Digital Network (ISDN). RI provides a high-capacity access path for communication providing voice or data transmissions over the public network.

BRI is a transport technology available to customers with the capability of terminating a BRI into their Customer Premises Equipment (CPE). BRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

Local ISDN-BRI provides the Customer with the two bearer-B channels at 64- kilobits per second and a data D-channel at 16 kilobits.

ISDN rates are comprised of a monthly line charge and usage. Usage is available per minute, or in packages of 20 or 140 hours per month (usage over the customer's monthly allotment will be billed on a per minute basis).

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5.7 Commercial Service and Rates (Cont'd)

5.7.5 ISDN Basic Rate Interface (BRI) Service (Cont'd)

A. Rates

1. Line Charge

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
DLTC 1A	\$20.00	\$75.00
DLTC 1B	\$20.00	\$75.00
DLTC 2	\$20.00	\$75.00

2. Usage Rates

Dial Tone Line Cell (DLTC)	No Package Usage	
	<u>Minimum</u>	<u>Maximum</u>
DLTC 1A	\$0.001/min.	\$0. 10/min.
DLTC 1B	\$0.001/min.	\$0. 10/min.
DLTC 2	\$0.001/min.	\$0. 10/min.
Per Additional Minute	N/A	N/A

Dial Tone Line Cell (DLTC)	20-Hour Package of Usage	
	<u>Minimum</u>	<u>Maximum</u>
DLTC 1A	\$15.00.	\$75.00
DLTC 1B	\$15.00.	\$75.00
DLTC 2	\$15.00.	\$75.00
Per Additional Minute	\$0.001/min.	\$0. 10/min.

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5.7 Commercial Service and Rates (Cont'd)

5.7.5 ISDN Basic Rate Interface (BRI) Service (Cont'd)

A. Rates (Cont'd)

2. Usage Rates (Cont'd)

Dial Tone Line Cell (DLTC)	140-Hour Package of Usage	
	<u>Minimum</u>	<u>Maximum</u>
DLTC 1A	\$25.00.	\$125.00
DLTC 1B	\$25.00.	\$125.00
DLTC 2	\$25.00.	\$125.00
Per Additional Minute	\$0.001/min.	\$0. 10/min.

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5.8 Primary Rate Interface (PRI) Service

PRI is a local exchange access service based on the PRI arrangement of the Integrated Services Digital Network (ISDN). PRI provides a high-capacity access path for communication providing voice or data transmissions over the public network.

PRI is a transport technology available to customers with the capability of terminating a PRI into their Customer Premises Equipment (CPE). PRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. PRI Service is provided in a minimum arrangement of 23 bearer channels and one signaling channel (23B+D) when provisioned over ISDN/PRI T-1 connections or 24 DS0 channels when provisioned over non-ISDN T-1 connections.

ISDN-PRI is available with term plans of one-year, two-year, three-year, and five- year. Customer will be charged non-recurring, monthly recurring and usage charges.

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5.8 Primary Rate Interface (PRI) Service (Cont'd)

5.8.1 Rates

A. Non-recurring charges

	1-Year		2-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Access	\$0.00	\$1,000.00	\$0.00	\$1,000.00
PRI	\$0.00	\$600.00	\$0.00	\$600.00
Port	\$0.00	\$50.00	\$0.00	\$50.00

	3-Year		5-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Access	\$0.00	\$1,000.00	\$0.00	\$1,000.00
PRI	\$0.00	\$600.00	\$0.00	\$600.00
Port	\$0.00	\$50.00	\$0.00	\$50.00

B. Monthly Recurring Charges

	1-Year		2-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Access	\$100.00	\$600.00	\$100.00	\$600.00
PRI	\$300.00	\$1,000.00	\$300.00	\$1,000.00
Port	\$10.00	\$50.00	\$10.00	\$50.00

	3-Year		5-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Access	\$100.00	\$600.00	\$100.00	\$600.00
PRI	\$300.00	\$1,000.00	\$300.00	\$1,000.00
Port	\$10.00	\$50.00	\$10.00	\$50.00

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**SECTION 5 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D.)**

5.8 Primary Rate Interface (PRI) Service (Cont'd)

5.8.2 Usage Charges

A. Local Usage Plans

Total Minutes	Monthly Recurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
5,000	\$40.00	\$175.00
10,000	\$75.00	\$350.00
20,000	\$150.00	\$600.00

Total Minutes	Each Additional Minute	
	<u>Minimum</u>	<u>Maximum</u>
5,000	\$0.001	\$0.050
10,000	\$0.001	\$0.050
20,000	\$0.001	\$0.050

B. PRI Local Usage

	<u>Minimum</u>	<u>Maximum</u>
Per Minute	\$0.001	\$0.050

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**SECTION 5 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D.)**

5.8 Primary Rate Interface (PRI) Service (Cont'd)

5.8.3 Optional Services

A. Non-Recurring Charges

	1-Year		2-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Call by Call	\$0.00	\$100.00	\$0.00	\$100.00
Caller ID	\$0.00	\$200.00	\$0.00	\$200.00
Caller ID w/ name	\$0.00	\$150.00	\$0.00	\$150.00
Caller ID and Call by Call	\$0.00	\$200.00	\$0.00	\$200.00
DID (20-Block)	\$0.00	\$200.00	\$0.00	\$200.00
Additional DID Block (per 20-Block)	\$0.00	\$100.00	\$0.00	\$100.00
DID Trunk	\$0.00	\$100.00	\$0.00	\$100.00
	3-Year		5-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Call by Call	\$0.00	\$100.00	\$0.00	\$100.00
Caller ID	\$0.00	\$200.00	\$0.00	\$200.00
Caller ID w/ name	\$0.00	\$150.00	\$0.00	\$150.00
Caller ID and Call by Call	\$0.00	\$200.00	\$0.00	\$200.00
DID (20-Block)	\$0.00	\$200.00	\$0.00	\$200.00
Additional DID Block (per 20-Block)	\$0.00	\$100.00	\$0.00	\$100.00
DID Trunk	\$0.00	\$100.00	\$0.00	\$100.00

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**SECTION 5 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D.)**

5.8 Primary Rate Interface (PRI) Service (Cont'd)

5.8.3 Optional Services (Cont'd)

B. Monthly Recurring Charges

	1-Year		2-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Call by Call	\$30.00	\$125.00	\$30.00	\$125.00
Caller ID	\$50.00	\$250.00	\$50.00	\$250.00
Caller ID w/ name	\$75.00	\$300.00	\$75.00	\$300.00
Caller ID and Call by Call	\$50.00	\$250.00	\$50.00	\$250.00
DID (20-Block)	\$1.00	\$50.00	\$1.00	\$50.00
Additional DID Block (per 20-Block)	\$1.00	\$50.00	\$1.00	\$50.00
DID Trunk	\$10.00	\$100.00	\$10.00	\$100.00

  

	3-Year		5-Year	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Call by Call	\$30.00	\$125.00	\$30.00	\$125.00
Caller ID	\$50.00	\$250.00	\$50.00	\$250.00
Caller ID w/ name	\$75.00	\$300.00	\$75.00	\$300.00
Caller ID and Call by Call	\$50.00	\$250.00	\$50.00	\$250.00
DID (20-Block)	\$1.00	\$50.00	\$1.00	\$50.00
Additional DID Block (per 20-Block)	\$1.00	\$50.00	\$1.00	\$50.00
DID Trunk	\$10.00	\$100.00	\$10.00	\$100.00

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**SECTION 5 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D.)**

5.9 Direct Inward Dialing Service

Direct Inward Dialing (“DID”) Service is an optional feature provided in conjunction with Company-provided PBX Trunks. DID Service permits incoming calls from the exchange network to reach a specific station line without the assistance of an attendant through the use of a seven digit number. DID service transmits the dialed digits for all incoming calls allowing the Customer’s PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID is furnished upon the condition that the customer contract for adequate facilities, e.g., dial tone lines, circuit packs or equivalent, etc, to permit the use of the service without injurious effect on general telephone service. Certain conditions, such as transmission limitations, may require the provision of additional switching equipment on the customer’s premises in order to furnish DID service. The Company offers DID services to Customers in minimum blocks of twenty (20) telephone numbers. Customers of Analog DID Service are billed a monthly recurring charge for the Analog trunk and a DID Block charge (blocks are available in 20-number blocks).

5.9.1 Rates

Dial Tone Line Cell (DLTC)	DID Analog Trunk Monthly Recurring Charge		DID Blocks (20-numbers block)		DID Blocks (100-numbers block)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
DLTC 1A	\$20.00	\$90.00	\$3.00	\$12.00	\$10.00	\$40.00
DLTC 1B	\$20.00	\$90.00	\$3.00	\$12.00	\$10.00	\$40.00
DLTC 2	\$25.00	\$100.00	\$3.00	\$12.00	\$10.00	\$40.00

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS**

Effective October 28, 2015, all Magellan Hill Technologies services will no longer be available to new Customers. Existing Customers may maintain their existing service(s) at existing locations only.

Any moves, additions or changes to service will require the customer to choose a corresponding service from Section 4 of this tariff.

6.1 IntraLATA Toll Usage and Mileage Charges

6.1.1 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, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

6.1.2 Timing of Calls

The Initial minimum increment of a call will be 30 seconds. Each subsequent increment will be measured in six second intervals.

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.1 IntraLATA Toll Usage and Mileage Charges (Cont'd)

6.1.3 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 (3rd number billing), or to an authorized calling card.

6.1.4 Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
Business	\$0.0200	\$0.1000
Residence	\$0.0200	\$0.1000

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LOCAL EXCHANGE SERVICES TARIFF

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.2 Custom Calling Service

6.2.1 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 classes of service. Transmission levels may not be sufficient in all cases.

6.2.2 Description of Features

- A. Call Forwarding - Allows calls to automatically ring to another phone number.
- B. Call Waiting - Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.
- C. Caller ID - Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per Call Blocking or Per-Line Block; (2) calls from customer located in central offices not a part of the SS& Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.2 Custom Calling Service (Cont'd)

6.2.2 Description of Features (Cont'd)

- D. Non-Published Number - Allows the Customer to keep his local phone number out of the phone book or directory assistance.
- E. Speed Dial - The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code
- F. "Three-Way" Calling - Allows the Customer to add a third party to a conversation

6.2.3 Rates and Charges

A. Optional Features Rates

	<u>Monthly MINIMUM</u>	<u>Monthly MAXIMUM</u>
Call Forwarding	\$2.00	\$5.00
Call Waiting	\$6.00	\$10.00
Non-Published Number	\$3.00	\$6.00
Speed Dial	\$2.00	\$5.00
Three-Way Calling	\$2.00	\$5.00
Caller ID	\$5.00	\$10.00

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.2 Custom Calling Service (Cont'd)

6.2.3 Rates and Charges (Cont'd)

B. Connection Charges

Connection charges may apply when a customer requests connection 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.

Minimum  
\$0.00

Maximum  
\$20.00

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 6.4, Service and Promotional Trials, below.

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.3 Centrex Service Features

6.3.1 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

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.4 Service and Promotional Trials

6.4.1 General

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

6.4.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.4 Service and Promotional Trials (Cont'd)

6.4.2 Regulations (Cont'd)

- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.5 Directory Assistance

6.5.1 General

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

A Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no charge.

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call, or when the Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify Carrier's Customer Service representative.

6.5.2 Regulations

A Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no charge.

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call, or when the Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify Carrier's Customer Service representative

6.5.3 Rates

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

	Minimum	Maximum
Directory Assistance Charge:	\$0.50	\$2.50

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.6 Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilized Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call Service.

Customers have two blocking options as follows:

6.6.1 Per-Call Blocking

Per-Call Blocking will prevent the display of Customers' telephone numbers on outgoing calls. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call.

Per-Call Blocking is provided at no charge, and is automatically placed on all telephone lines by the Company.

Per-Call Blocking will not prevent the display of telephone numbers to 911 emergency service providers.

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.6 Caller ID Blocking (Cont'd)

6.6.2 Per-Line Blocking

Customers requesting Per-Line Blocking will prevent the display of their telephone numbers on all outgoing calls. The Per-Line Blocking feature may be deactivated at any time by Customers on a call-by-call basis through the activation of a special code. Blocking will be deactivated for that outgoing call only. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customers.

The Company will initially install Per-Line Blocking at no charge. Requests to remove Per-Line Blocking on Customer lines will be completed at no charge. Subsequent requests to re-install Per-Line Blocking will be completed at prevailing Company non-recurring service order rates.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID Number/Caller ID Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID Number/Caller ID Name Service. If a customer using blocking calls a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID Number/Caller ID Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call using a calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call

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**SECTION 6 – SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES  
CUSTOMERS (CONT'D.)**

6.7 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.

6.8 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.

6.7.1 The following information will be included in the summary:

- A. LATA and type of switch
- B. The V&H distance from the central office to the customer's premises
- C. Service description
- D. Rates and charges
- E. Quantity of circuits
- F. Length of the agreement