

AT&T Communications of New York, Inc.
P.S.C. No. 30 -- Telephone
Residential Services Tariff
Effective Date: December 1, 2014

Section 2
Leaf No. 1
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL REGULATIONS

2.1 GENERAL

Casual Calling and Initial Subscription Services are that of furnishing facilities for communication between points within the State of New York in accordance with the regulations and system of charges specified in this tariff. The charges specified in this tariff are in payment for all service furnished between the calling and called stations.

Service is available 24 hours a day, seven days per week.

2.2 UNDERTAKING OF THE COMPANY

The Company does not transmit calls, but offers, subject to the terms and conditions specified in this tariff, the use of its facilities where available for communication between Customers.

2.3 PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of service shall take precedence over the use of trunk lines between network switching equipment for the furnishing of all channels and special services offered by the Company.

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2.4 LIABILITY OF THE COMPANY

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission, or failures or defects in the Company's equipment occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, or failure or defect in the Company's equipment occurs. Adjustments within the limits provided herein may be made by direct payment to the Customer or by credit to the Customer's account.

The Company shall not be liable for damages arising out of failure or malfunctions of any Customer-provided facilities which are interconnected with the Company's facilities.

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

The Company is not liable for any defacement of or damage to the premise of a Customer resulting from the attachment of the Company's equipment, cable and associated wiring on such premise or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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2.5 LIABILITY OF THE CUSTOMER

The Customer indemnifies and saves the Company harmless from any and all claims; for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus or systems of the Customer; arising out of or in connection with the failure or malfunction of any Customer-provided facilities which are interconnected with the Company's facilities; or arising out of any act of omission of the Customer in connection with facilities provided by the Customer or by the Company.

The Customer indemnifies and saves the Company harmless from any and all claims; for injury to any person or property caused by Company facilities on Customer's premise when the Customer has altered their premise, thereby causing Company facilities to pose a danger to persons there, and has failed to inform the Company of that danger and to take such steps as would remove that danger.

2.6 USE

2.6.1 Use of Service

Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this tariff.

2.6.2 Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is being or will be so used.

2.6.3 Use of Service with Terminal Equipment

Terminal equipment and communications systems may be connected to Casual Calling/Initial Subscription Services of the Company.

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2.7 SUSPENSION, TERMINATION OR REFUSAL OF SERVICE

In the event of the abandonment of the service, the nonpayment of any sum due, the failure to make a deposit as security for the payment of future bills for service when required, or any other violation by the Customer of the terms and conditions under which service is furnished, the Company may, by notice in writing to the Customer, suspend the service until all charges applicable to the time of the restoration of service, including the regular monthly price for the service during the period of partial or complete suspension for the nonpayment, and including any taxes which are imposed on the Customer and are required to be paid or prepaid by the Company, have been paid and all violations have ceased, or the Company may terminate the service without suspension of service or following suspension, and sever the connection.

The Company may also terminate without advance notice any service which is used in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other Customers or that is used for any purpose other than as a means of communication. Following such termination the Company will immediately notify the Customer thereof.

The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes:

- the use of service or facilities of the Company to transmit a call or to locate a person or otherwise to give or obtain information, without payment of the applicable charge;
- the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, service by rearranging, tampering with, or making connection with any facilities of the Company, or by a trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- the use of service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- the use of profane or obscene language;
- any violation of any of the rules, regulations, or conditions under which service is furnished.

The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service until satisfactory arrangements have been made for the payment of the prior indebtedness. If service is established and it is subsequently determined that either condition above exists, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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2.8 CASUAL USAGE

The Company may limit a residential Customer's toll usage in order to protect the Company from potential non-payment by non-subscribers utilizing AT&T's network. In the event access is restricted, Customers attempting to access the Company's network will be automatically routed to either a recorded announcement or a service representative for information regarding service restoration.

2.9 PROVISION OF FACILITIES

All facilities necessary for the provision of a given service are furnished by the Company and, unless specifically authorized in other sections of this tariff or by executed contracts, facilities not furnished by the Company shall be prohibited from being connected with, attached to, or used in connection with any facilities furnished by the Company.

This regulation will permit a Customer to use devices which serve the Customer's convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to, the facilities of the Company; or interfere with the proper functioning of such facilities or otherwise injure the public in its use of the Company's services. When Customer equipment is connected to Casual Calling/Initial Subscription Services it must comply with Part 68 of the F.C.C.'s Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the F.C.C.'s Registration Program).

The Company reserves the right to determine the type of facilities to be provided in the furnishing of the type of service requested by the Customer.

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2.10 INSTALLATION, RELOCATION, MAINTENANCE AND REPAIRS

Except as otherwise noted in this tariff, all wiring and facilities provided by the Company must be installed, relocated, maintained and repaired by the Company. However, the Company reserves the right to require the Customer to install and maintain, in accordance with the Company's specifications, facilities furnished by the Company located in places where installation and maintenance by the employees of the Company would involve unusual hazard to them.

The Customer shall be responsible for payment of the cost of replacing damaged, destroyed or lost property of the Company caused by the negligence or willful act of the Customer or by the location of the facilities to meet the Customer's requirements at points involving unusual hazard to such facilities. The Customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company except upon the written consent of the Company or unless specifically authorized in other sections of this tariff.

If extraneous electrical impulses and/or other interference are present at the Customer's premise and require Company facilities to be modified, such modification shall be performed by the Company and the cost thereof shall be borne by the Customer. If modification of Customer-provided facilities is required, the Customer shall perform the modification and bear the cost.

2.11 ACCESS TO PREMISES OF CUSTOMER

The agents and employees of the Company shall have the right to enter the premise of a Customer at any reasonable hour for the purpose of installing, inspecting or repairing facilities of the Company or upon termination of the service, for the purpose of removing such facilities.

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2.12 PAYMENTS AND CHARGES

2.12.1 Payment for Service

Applicants for service are required to pay installation charges and construction charges, wherever such charges are applicable, in advance of the establishment of service. Nonrecurring charges are payable when service is established. Customers whose service has been suspended for failure to comply with tariff provisions are required to pay all outstanding charges up to the time of restoration of service before service is re-established.

Service is provided and billed on the basis of a minimum period of at least one month. AT&T may bill Customers on other than a monthly basis unless a Customer billed in such a manner requests monthly billing. Charges for toll calls are billed after the service has been rendered and are payable upon request.

The Customer assumes responsibility for the following:

- charges for calls sent from and charged to the Customer's service;
- charges for calls received at the Customer's service location on which the charges are reversed with the prior consent of any person answering the call;
- charges for calls placed between two services other than the Customer's and billed to him/her with the prior consent of any person at the Customer's service location;
- charges for calls charged to the Customer's special billing number or calling card number by him/her or by any person with the Customer's knowledge, consent or acquiescence.

In all other cases the responsibility for all charges is that of the party who originates the call.

If objection in writing is not received by the Company within thirty days after a statement of account is rendered, such statement shall be deemed to be correct and binding upon the Customer.

The Customer is responsible for payment of all charges for services and facilities, including charges for calls originated from or accepted at the Customer's station and for charges billed the Customer for calling card calls. All bills are due when rendered. Nonpayment of charges for services may result in the suspension or termination of any and all of the Non-Local services furnished the Customer.

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2.12 PAYMENTS AND CHARGES (continued)

2.12.2 Credit Limits

AT&T may establish credit limits for new and existing Customers based on the Customer's payment history. Any Customer may receive a lower credit limit upon request. Customers will be notified of their initial credit limit amount and subsequent credit limit changes through notices mailed to the Customer. In the event that the established credit limit is exceeded on an account, access to AT&T's long distance services will be restricted where facilities are available. Access to local calling, 800, 888 will not be affected by this restriction. Customers attempting to access restricted services will be automatically routed to a service representative for information regarding service restoral.

In the event a Customer has not reached their initially established credit limit, but has become delinquent in their payments, AT&T may place a restriction on continued use of AT&T long distance services until the Customer is able to make satisfactory arrangements with the Company. This restriction may be set lower than the Customer's initial credit limit due to their delinquent status. Access to local calling, 800, and 888 will not be affected by this restriction. In the event that access is restricted due to payment delinquencies, Customers attempting to access the restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding service restoral.

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2.12 PAYMENTS AND CHARGES (continued)

2.12.3 Deposits

Subject to the special provisions for Residential Customers, set forth below, any Applicant or Subscriber, whose financial responsibility is not established to the satisfaction of the Company, may be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service. The fact that a deposit has been made shall in no way relieve the Applicant or Subscriber from complying with the Tariff regulations for advance payments and for the prompt payment of bills on presentation.

Each Applicant or Subscriber from whom a deposit is collected shall be given a certificate of deposit and a circular containing the terms and conditions applicable to deposits, in accordance with Part 633 of the Rules and Regulations of the Public Service Commission pertaining to Subscriber deposits. Either a new Customer or an existing Customer may be required to make a deposit. The need for a deposit is based on a new Customer's ability to establish satisfactory credit and on an existing Customer's payment history with the Company.

A. Special provisions for Residential Customers:

1. Deposits from existing Customers. Except as provided in (4) following, the company may require a deposit from a Residential Customer if the Customer is delinquent in payment, or if the Customer's service has been terminated for nonpayment once within the preceding six month period. "Delinquent in payment" means that a Customer has received two consecutive telephone bills without making payment of one-half of the total of the two bills. (A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.)

An existing residential Customer is any applicant for service who was a Customer of the same telephone corporation 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 or existing residential Customers are permitted to pay deposits in installments over a period not to exceed 12 months.

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2.12 PAYMENTS AND CHARGES (continued)

2.12.3 Deposits (continued)

A. Special provisions for Residential Customers: (continued)

2. Deposits from new Customers. New Customers are asked for information to establish credit. "Yes" answers to any three of the following credit screen questions entitle a person to service without a deposit.
 - a. Are you (or your spouse with whom you're living) employed? If so, state your (or your spouse's) employer's name, address, telephone number and your (or your spouse's) position.
 - b. Have you been employed for the past two years by no more than two employers? If you have been employed for less than two years, is this because you have recently graduated from school, recently been discharged from military service or recently been widowed, separated or divorced?
 - c. Do you own your own home, or if you rent, have you occupied the premises and your preceding Residence for a total of at least two years?
 - d. Have you maintained a bank account for more than one year?
 - e. Do you have credit cards, charge accounts, or have you been extended credit by a bank, commercial concern or individual? (A "Yes" response will be negated if subsequent investigation proves the Applicant is not credit-worthy.)
 - f. Do you have any sources of income other than employment, e.g., stocks, bonds, real estate, welfare, pension, alimony, etc.?

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2.12 PAYMENTS AND CHARGES (continued)

2.12.3 Deposits (continued)

A. Special provisions for Residential Customers: (continued)

3. Provision of information. Customers are required to provide information which permits the Company to verify their responses. If the Customer chooses not to provide credit information, or does not give three "Yes" answers to the questions, a deposit is required, except as provided in 4 following.
4. Deposits from new or existing Customers 62 years of age or older. All new Customers or existing Customers who are 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 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.

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

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2.12 PAYMENTS AND CHARGES (continued)

2.12.3 Deposits (continued)

B. Interest on Deposits

Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the Customer while the Company holds the money. New deposits from Residential Customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to Residential Customers after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Subscriber.

C. Inadequate deposit

If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on request.

D. Return of deposit

When a deposit on existing service is to be returned in whole or in part, the amount to be returned may first be applied to the current amount then payable for telephone service. Return of an amount over and above the current amount then payable for telephone service shall be made by check unless the Subscriber requests that the full amount be credited to his bill, or at the election of the depositor, the full refund shall be made to the depositor.

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2.12 PAYMENTS AND CHARGES (continued)

2.12.4 Interruption of Service

When service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowance:

- 1/30 of the tariff monthly price of all service and facilities furnished by the Company rendered inoperative to the extent of being useless for each of the first three (3) full 24-hour periods during which the interruption continues after notice by the Customer to the Company conditioned that the out-of-service extends beyond a minimum of 24 hours.
- 2/30 of each full 24-hour period beyond the first three 24-hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
- When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly price for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a Customer which would exist pursuant to law, but for this rule and said tariff.

The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service or where the Company pursuant to the terms of the contract for service suspends or terminates service for nonpayment of charges or for unlawful or improper use of the facilities or for any other reason provided for in the filed and effective tariff.

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2.12 PAYMENTS AND CHARGES (continued)

2.12.5 Charges for Fractional Months

When service is established or a switched service is disconnected, or for any reason, a Customer's billing date is changed, the charge for service for each fractional part of a current billing month is determined as follows:

- The charge for service is a pro rata share of the monthly charge.
- For purposes of administering this regulation, every month is considered to have thirty (30) days.
- The foregoing provisions do not affect the regulations governing the minimum term of contract.

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2.13 MISCELLANEOUS CHARGES, FEES AND TAXES

2.13.1 Special Taxes, Fees and Charges

Any assessments, franchise fees, privilege, license, occupation, excise, the Universal Service Fund, or other similar taxes or fees, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

2.13.2 Return Check Charge

An administrative charge is applied to the Customer's bill for each occasion that a check, bank draft or electronic funds transfer is returned for the reason of insufficient funds or no account. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's return check charge applies.

	<u>Rates</u>	
	<u>Minimum*</u>	<u>Maximum</u>
Check Return Charge (Residence)		\$20.00

In the case of an error by the institution on which the check or draft is written, the charge will be waived by the Company.

See the Price List Section of this Tariff for current charge.

2.13.3 Late Payment Charge *

A Late Payment Charge will apply per month unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply to all amounts previously billed on a customer's bill, including arrears and late payment charges, which remain unpaid at the time the next bill is prepared, provided billing capability exists. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's late payment charge applies.

See the Price List Section of this Tariff for current charge.

* State Law requires that this figure does not exceed \$10.00

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2.13 MISCELLANEOUS CHARGES, FEES AND TAXES

2.13.4 Convenience Fee for Payment Made with a Company Representative

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was originated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

	<u>Rates</u>	
	<u>Minimum*</u>	<u>Maximum</u>
Per Telephone Request		\$10.00

See the Price List Section of this Tariff for current charge.

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2.13 MISCELLANEOUS CHARGES, FEES AND TAXES

2.13.5 New York Gross Receipts Surcharge*

A New York Gross Receipts Surcharge to recover the additional expense related to the State Gross Income and Earnings Taxes applies to usage rates and charges for all intrastate Casual Calling/Initial subscription Services calls. AT&T may elect to include surcharges on the Customer's bill.

2.13.6 Metropolitan Commuter Transportation District Tax Surcharge*

- A. As described in B. following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to usage rates and charges for all intrastate Casual Calling/Initial Subscription Services calls. AT&T may elect to include surcharges on the Customer's bill.
- B. The surcharge, as specified in the Price List, is applicable to services furnished from the following counties:

New York City Counties		
Bronx County	Staten Island County	Putnam County
Kings County	Dutchess County	Rockland County
New York County	Nassau County	Suffolk County
Queens County	Orange County	Westchester County

- * The applicable Gross Revenue Surcharge and MTA tax rates are shown in Statement Type: GRT schedule, which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill message, bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission. These surcharges are not applicable to services provided for resale to telecommunications companies possessing Certificate of Public Convenience and Necessity from the New York State Public Service Commission, or designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

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2.13 MISCELLANEOUS CHARGES, FEES AND TAXES

2.13.7 New York State Universal Service Fund Surcharge

The New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is applied to the customer's total monthly net long distance charges for telecommunications services, in addition to other monthly rates and charges set forth in this tariff. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by the NYPSC Order.

For surcharge, refer to Statement Type: GRT schedule, which is attached to this tariff.

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2.14 DEFINITIONS

Call

A communication between a calling station and one or more called stations.

Called Station

The station (e.g. telephone number) called, or the terminating point of a call.

Calling Station

The station (e.g. telephone number) from which a call is originated.

Company

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Customer

The person or legal entity which orders service directly or through an agent.

Central Office

A switching unit of the exchange carrier providing telecommunications service to the subscribers connected thereto.

Channel

A path or paths for electrical communications suitable for the purpose furnished and derived in such a manner as the Company may elect.

Dial Station

A classification whereby a residential Customer originates the call from their home, it is billed to the Customer's main billed account, and is made without the assistance of a Company operator or an automated call processing system.

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2.14 DEFINITIONS (continued)

Exchange

One or more central offices, with the associated plant, used in furnishing communication service within a specified area established by the local exchange carrier.

Instate Long Distance calling

Includes intraLATA (also known as Regional Toll or Local Toll) and interLATA calls.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses designated local exchange carrier exchanges which are grouped to serve common social, economic and other purposes.

Premises

A building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Rate Center

A point within an exchange from and to which measurements are made in determining message telecommunications service and interexchange prices. In general, a point is selected at the approximate center of the most densely populated portion of the exchange. There may be more than one rate center in an exchange.

Station

Denotes the network control signaling unit and any other equipment which enables a Customer to establish communications connections and to effect communications through such connections.