

**Spectrotel of New York, LLC**

d/b/a Plan B Communications

d/b/a One Touch Communications

d/b/a Surfstone

d/b/a Touch Base Communications

Leaf 1

Revision 0

Superseding Revision

NY PSC No. 2 Telephone

Initial Effective Date: August 29, 2013

**SWITCHED ACCESS SERVICES**

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*This tariff, NY PSC No. 2 – Telephone filed by Spectrotel of New York, LLC d/b/a Plan B Communications d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications cancels and replaces, in its entirety, the current tariff on file with the Commission, NY PSC No. 2– Telephone, issued by Spectrotel, Inc. d/b/a Plan B Communications d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications*

**TITLE PAGE**

Spectrotel of New York, LLC  
d/b/a Plan B Communications  
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d/b/a Surfstone  
d/b/a Touch Base Communications

**RATES, RULES AND REGULATIONS GOVERNING THE PROVISIONS**

**OF SWITCHED ACCESS SERVICES FOR**

**CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES**

**Spectrotel of New York, LLC**

d/b/a Plan B Communications

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**CONCURRING CARRIERS**

**None**

**CONNECTING CARRIERS**

**None**

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF NOTES**

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

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**SECTION 1 - GENERAL REGULATIONS**

**1.1 Application of Tariff**

This tariff contains regulations, rates and charges applicable to the provision of access services by Spectrotel of New York, LLC d/b/a Plan B Communications d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)**

**1.2 Definitions**

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX or 10XXXXXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Carrier or Common Carrier** - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two (2) or more exchanges.

**Central Office** - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - A communications path between two (2) or more points of termination.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)**

**1.2 Definitions, (Cont'd.)**

**Company** – Spectrotel of New York, LLC d/b/a Plan B Communications d/b/a One Touch Communications d/b/a Surfhone d/b/a Touch Base Communications.

**Customer** - The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)**

**1.2 Definitions, (Cont'd.)**

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, known as touch tone signaling.

**End Office Switch** - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**End User** - Any Customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**Entry Switch** - First point of switching.

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**First Point of Switching** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.



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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)****1.2 Definitions, (Cont'd.)**

**Interstate Communications** - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

**Intrastate Communications** - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**Local Access and Transport Area LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**Message** - A Message is a Call as defined above.

**Off-Hook** - The active condition of Switched Access Service or a telephone exchange line.

**On-Hook** - The idle condition of Switched Access Service or a telephone exchange line.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)**

**1.2 Definitions, (Cont'd.)**

**Premises** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Serving Wire Center** - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

**Special Access Circuit** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**Spectrotel** – Refers to Spectrotel of New York, LLC d/b/a Plan B Communications d/b/a One Touch Communications, the issuer of this tariff.

**TDM** – Time Division Multiplexing – a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

**Terminating Direction** - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**Transmission Path** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**Trunk** - A communications path connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Group** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D)**

**1.2 Definitions, (Cont'd.)**

**VOIP-PSTN Access Traffic** - VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

**VoIP Service** – Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

**Wire Center** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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**SECTION 1 - GENERAL REGULATIONS, (CONT'D.)**

**1.3 Undertaking of the Company**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified in applicable sections of this tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Use of Facilities and Service**

**2.1.1 Use of Service**

- A.** Service may be used for any lawful purpose by the Customer or by any End User.
- B.** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C.** Recording of telephone conversations utilizing service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws. Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- D.** Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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

**2.1 Use of Facilities and Service, (Cont'd.)**

**2.1.2 Limitations**

- E.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- F.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- G.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- H.** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- I.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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

**2.1 Use of Facilities and Service, (Cont'd.)**

**2.1.3 Customer-Authorized Use**

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

**2.1.4 Use and Ownership of Equipment**

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

**2.2 Minimum Period of Service**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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

**2.3 Liability**

- 2.3.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.3.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.3.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.3.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.3.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.



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

**2.3 Liability, (Cont'd.)**

- 2.3.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.3.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (a)** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (b)** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - (c)** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service Rendered**

**2.4.1** Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

**2.4.2** The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

**2.4.3** The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

**2.4.4 Application of Late Payment Charge**

A. Late payment charges do not apply to final accounts.

B. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the New York State Finance Law (Chapter 153 of the Laws of 1984).

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

**2.5 Deposits**

- 2.5.1** The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one (1) year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2** The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4** When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.5.5** Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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

**2.6 Advance Payments**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two (2) months estimated billing. The advance payment shall be applied to the installation charges incurred by the Customer and subsequently to the next month's(s) actual service bill(s). So long as the Company deems necessary, the Company may continue to collect advance payments from the Customer and apply them to the next bill rendered.

**2.7 Disputed Bills**

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within thirty (30) days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to discontinuance in accordance with Section 2.9 following. The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. Pending the investigation of the disputed portion of a bill, the Company will not issue a notice of discontinuance or discontinue service to the Customer, provided the Customer has paid all undisputed amounts due the Company.

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

**2.8 Inspection, Testing and Adjustment**

- 2.8.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2** The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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

**2.9 Discontinuance of Service**

**2.9.1 Discontinuance for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may discontinue service until the bill, a required advance payment, and/or a required deposit has been paid. If service is discontinued for nonpayment, the Customer may be required to remit a Reconnection Charge, as set forth in 3.5.4(2) following, as well as any payment due and any applicable advance payments and/or deposits prior to reconnection.

Discontinuance shall not occur until:

- (a)** At least ten (10) days after written notification has been served personally on the Customer, or at least thirteen (13) days after written notification has been mailed to the billing address of the Customer or;
- (b)** At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be discontinued for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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

**2.9 Discontinuance of Service, (Cont'd.)**

**2.9.2 Exceptions to Discontinuance**

Access service shall not be discontinued for:

- (a) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- (b) Nonpayment for service for which a bill has not been rendered, unless the Customer has given prior consent;
- (c) Nonpayment for service which have not been rendered;
- (d) Nonpayment of any billed charge which is in dispute or for the nonpayment of an advance payment and/or deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in 16 NYCRR Section 609.
- (e) Access service may be discontinued for nonpayment of the undisputed portion of a disputed bill, advance payment and/or deposit if the Customer does not pay the undisputed portion after being asked to do so.

**2.9.3 Verification of Nonpayment**

Access service shall not be discontinued for nonpayment of a bill rendered, an advance payment, or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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

**2.9 Discontinuance of Service, (Cont'd.)**

**2.9.4 Discontinuance For Cause Other Than Nonpayment**

**A. General**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may discontinue service and sever the connection(s) from the Customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished; or
2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including discontinuance of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
3. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or
4. The event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.



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

**2.9 Discontinuance of Service, (Cont'd.)**

**2.9.4 Discontinuance For Cause Other Than Nonpayment, (Cont'd.)**

**B. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges; and
2. Permitting fraudulent use.

**C. Abandonment or Unauthorized Use of Facilities**

1. If it is determined, by an on-premises visit by an authorized representative of the Company or by other reasonable means as necessary, that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may discontinue access service.
2. In the event that access service is discontinued for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  1. No charge shall apply for the period during which service had been discontinued; and
  2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was discontinued due to an error on the part of the Company.

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

**2.9 Discontinuance of Service, (Cont'd.)**

**2.9.4 Discontinuance For Cause Other Than Nonpayment, (Cont'd.)**

**D. Change in the Company's Ability to Secure Access**

Any change in the Company's ability:

1. to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; or
2. to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no reconnection charges will apply when the service is restored.

**2.9.5 Emergency Termination of Service**

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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

**2.10 Obligations of the Customer**

**2.10.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.10.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

**2.10.4 Testing**

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.10.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**2.10.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.7 Jurisdictional Reports**

If the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes from billing record call detail, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If an audit result represents a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.8 Identification and Rating of VoIP-PSTN Traffic**

**A. Scope**

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

**B. Rating of VoIP-PSTN Traffic**

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 4.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.8 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)**

**C. Calculation and Application of Percent-VoIP-PSTN Usage Factor**

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.8 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)**

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor)
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.



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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.8 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)**

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (Cont'd.)

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection C.5., above.

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

**2.10 Obligations of the Customer, (Cont'd.)**

**2.10.8 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)**

**E. PVU Factor Updates**

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

**F. PVU Factor Verification**

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Automatic Number Identification****2.11.1 General**

This option provides the automatic transmission of a seven (7) or ten (10) digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The Automatic Number Identification (ANI) feature, which is a software function, will be associated on a call-by-call basis with: (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises; or (2) where technically feasible, with all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available and will be transmitted as agreed to by the Customer and the Company.

**2.11.2 Reserved for Future Use**

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

**2.11 Automatic Number Identification, (Cont'd.)**

**2.11.3 Regulations**

The Company will provide 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, 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.)**

**2.11 Automatic Number Identification, (Cont'd.)**

**2.11.3 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 Company 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 (3) or more separate violations in a twenty-four (24) month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F.** The ten (10) digit ANI telephone number is available with Switched Access Service. The ten (10) digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven (7) digit ANI telephone number. The ten (10) digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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

**2.11 Automatic Number Identification, (Cont'd.)**

**2.11.3 Regulations, (Cont'd.)**

- G.** Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required; (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

**2.11.4 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 the Public Service Law of the State of New York.

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

**2.12 Taxes and Fees**

- 2.12.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.12.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. These charges included, but are not limited to, the Primary Interexchange Carrier Charges listed on Statement 2 of the Company's P.S.C. No. 1 Telephone Tariff.

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

**2.13 Mixed Interstate and Intrastate Access Services**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage, calculated from actual billing records or, in the event such detail is unavailable for any reason, as provided in the reports as set forth in 2.10.7 preceding, will serve as the basis for prorating the charges. Except as provided in 2.10.8, the percentage of an Access Service to be charged as intrastate is applied in the following manner:

**2.13.1** For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

**2.13.2** For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

**2.14 Provision of Service When More Than One Exchange Telephone Company Is Involved.**

When more than one exchange telephone Company is involved in the provision of Access Service, the Company will adhere to the Ordering and Billing Forum, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The Company will handle such provisioning of service where more than one exchange telephone Company is involved under this tariff and will utilize either a Single Bill/Multiple Tariff or a Multiple Bill/Multiple Tariff arrangement.

The rating and billing of Access Services when provisioned by more than one exchange telephone Company will be determined on a case by case basis and communicated in writing to the Customer in advance of a bill being rendered by the Company.



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

**2.15 Flexible Pricing**

**2.15.1 General**

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

**2.15.2 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.** Customer notification of a rate change 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.

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**SWITCHED ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided. Switched Access Service is provisioned in a Feature Group D configuration from Company-designated Feature Group D equipped end offices.

The application of rates for Switched Access Service is described in Section 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may be applicable when Switched Access Service is used in conjunction with these other services.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Rate Category**

There is one recurring rate category which applies to Switched Access Service. The Switched Access Rate is applied on a per access minute of use basis. The rate includes functionality associated with:

- Local Switching
- Local Transport
- Common Line

**3.2.1 Local Switching**

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features;

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company; and where end offices are appropriately equipped;

International Dialing may be provided. International Dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.2 Rate Category, (Cont'd.)**

**3.2.2 Local Transport**

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

**A. Transmission Path**

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

**B. Interconnection**

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.2 Rate Category, (Cont'd.)**

**3.2.3 Carrier Common Line**

Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

No telephone number or detailed billing will be provided with Carrier Common Line. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.3 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.3.1 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**3.3.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Obligations of the Company, (Cont'd.)****3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.3.4 Trunk Group Measurements Reports**

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.4 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.4.1 Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.10.7 preceding. In the event that jurisdictionality cannot be determined from billing record details, charges will be apportioned in accordance with those reports.

**3.4.2 On and Off-Hook Supervision**

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

**3.4.3 Trunk Group Measurements Reports**

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.



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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.5 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

There are three types of rates and charges that apply to Switched Access Service:

- **Recurring Rates**, which are flat rates applied each month or fraction thereof that a specific rate element is applied. For billing purposes, each month is considered to have thirty (30) days.
- **Usage Rates**, which are applied only when a specific rate element is used. These are applied on a per-occurrence (e.g., access minute, message call or query) basis. Usage rates are accumulated over a monthly period.
- **Nonrecurring Charges**, which are one-time charges that apply for a specific work activity (e.g., installation of new services, reconnection of service after discontinuance, or rearrangements of installed services).

**3.5.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one (1) month.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.5 Rate Regulations, (Cont'd.)**

**3.5.2 Cancellation of Access Service Order**

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or End User is unable to accept Access Service within thirty (30) calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

**A. Prior to Firm Order Confirmation Date**

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

**B. On or After Firm Order Confirmation Date**

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

	<b>Minimum</b>	<b>Maximum</b>
Cancellation Fee	\$25.00	\$100.00

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.5 Rate Regulations, (Cont'd.)**

**3.5.3 Access Order Modifications**

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

**A. Service Date Change Charge**

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge may apply. If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

**B. Partial Cancellation Charge**

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and the charges as set forth in Section 3.5.2 will apply.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.5 Rate Regulations, (Cont'd.)**

**3.5.3 Access Order Modifications, (Cont'd.)**

**C. Design Change**

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of Customer premises, End User premises, or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply, at the discretion of the Company, on a per-order per-occurrence basis, for each order requiring a design change.

**3.5.4 Switched Access Services Nonrecurring Charges**

**A. Installation Charge**

Charges may be assessed based upon the administrative, labor and other costs associated with service order processing and the installation of services ordered by the Customer.

**B. Reconnection Charge**

Reconnection charges may be assessed when a Customer's service is restored after a discontinuance, as set forth in 2.9 preceding. Such charges will be determined on an individual case basis and may be based upon administrative, labor and other costs associated with restoration of a discontinued service.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.6 Rates and Charges**

**3.6.1 Recurring Charges**

**A. Switched Access Service, Per Originating Access Minute of Use:**

<b>Minimum</b>	<b>Maximum</b>
\$0.01	\$0.042

**B. Switched Access Service, Per Terminating Access Minute of Use**

<b>Minimum</b>	<b>Maximum</b>
\$0.000	Note 1

**3.6.2 Toll Free 8XX Data Base Access Service**

The Toll Free 8XX Data Base Query Charge will apply for each Toll Free 8XX call query received at the Company's (or its provider's) Toll Free 8XX data base.

<b>Minimum</b>	<b>Maximum</b>
\$0.0020	\$0.01

Note 1: Maximum rate is the rate set forth in Spectrotel, Inc. FCC Access Tariff No. 4, as may be amended from time to time. This tariff is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=490>

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.6 Rates and Charges, (Cont'd.)****3.6.3 Processing Service Order Charge (PSOC)**

When a customer disconnects their service from the Company and switched to another service provider, the Company must perform order processing, technical assistance (in selected instances) to complete the port and administrative functions including P.I.C.C. Coordination and billing reconciliations. a non-recurring Processing Service Order Charge will be imposed on the customer's new service provider for each transaction on a per order and per line basis.

	<b>Residential</b>		<b>Business</b>	
<b>UNE-P customers</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Per Order	\$0.45	\$1.80	\$0.45	\$1.80
Per Line	\$0.80	\$3.00	\$0.80	\$3.00
<b>Resale</b>				
Per Order	\$18.00	\$75.00	\$18.00	\$75.00
Per Line	\$0.00	\$0.00	\$0.00	\$0.00

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**SECTION 4 - SPECIAL ARRANGEMENTS**

**4.1 Intrastate Inward Dial Switched Access Service**

**4.1.1 Description**

The Intrastate Inward Dial (IID) Switched Access Service is a Private Branch Exchange (PBX) Trunk that uses Central Office trunks in connection with providing direct inward dialing service from the telecommunications network to the Customer's premises for use in connection with dial switching or number identifying equipment. IID Switched Access Service is available only in the terminating direction to the PBX.

IID Switched Access Service is provided as a trunkside switching service. The switch trunk equipment is provided with wink start-pulsing signals and answer and disconnect supervisory signaling. Three or four digit outpulsing of called party telephone numbers to the Customer can be provided.

IID Switched Access Service must be ordered with blocks of telephone numbers. IID station number assignments are provisioned in blocks of one-hundred (100). Vacant IID stations or stations not in use must be intercepted by the Customer. A IID station number cannot be removed from a group to provide non-IID service.

IID Switched Access Service is provided with Dual Tone Multifrequency (DTMF) or Dial Pulse (DP) address signaling when provided at suitably equipped electronic end offices. No other address signaling is provided by the Company. Additional address signaling, if required by the Customer, must be provided by the Customer's End User using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Company and will be subject to the ordinary transmission capabilities of the Switched Transport.

The Company will establish a trunk group or groups for the Customer at end office switches where IID Switched Access Service requires a minimum of one (1) circuit is provided. IID Switched Access Service termination per trunk group requested. A separate identity is required for each separate trunk group.

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**SECTION 4 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**4.1 Intrastate Inward Dial Switched Access Service, (Cont'd.)**

**4.1.2 Transmission Specifications**

IID Switched Access Service is provided a transmission quality parameter of no more than 5.5db loss from the Customers serving wire center to the PBX. IID Switched Access Service is provided either as a two-wire analog service, or a digital 1.544 Mbps service.

**4.1.3 Testing Capabilities**

Installation and acceptance testing will be provided with the service.

**4.1.4 Limitations**

IID Switched Access Service end office trunk lines cannot be:

- (1) extended to an off-premises location; or
- (2) co-terminated with residence service.



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**SECTION 4 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**4.1 Intrastate Inward Dial Switched Access Service, (Cont'd.)**

**4.1.5 IID Trunk Queuing**

The IID Trunk Queuing option permits Customers of Direct Inward Dial Access Service to hold a specified number of calls in queue for delayed delivery when all circuits in a IID Trunk Group are busy. This option allows calls, which otherwise would have received a busy signal, to be held and rerouted to the Customer's IID Trunk Group when a circuit becomes available.

Calls held in queue will receive a recorded delay call announcement and are delivered on "first in first out" basis. The Customer may order and record up to a maximum of four (4) delay announcements. Each delay announcement may vary in length from three (3) to twenty-four (24) seconds.

IID Number Conditioning is a required feature on all IID Numbers assigned to a trunk group equipped with IID Trunk Queuing. IID Number Conditioning for use with IID Trunk Queuing must be assigned in sequential order. The Customer determines the number of queue slots they require, however, the number of slots cannot exceed the number of IID Trunks provisioned in a IID Trunk Group.

IID Trunk Queuing is available only from the Company's end offices where facilities and operating conditions permit.

**4.1.6 Application of Rates and Charges**

Monthly recurring rates and nonrecurring charges for IID Switched Access Service are ICB.

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**SECTION 4 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**4.2 Non-Routine Installation and/or Maintenance**

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

**4.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services 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 thirty (30) days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) Service description
- 3) Rates and charges
- 4) Quantity
- 5) Length of the agreement.

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**SECTION 5 - RECIPROCAL COMPENSATION ARRANGEMENTS****5.1 General**

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

Switched Access Service recurring rate will apply, less an appropriate amount relative to the ONP's Carrier Common Line element. If no such Carrier Common Line element exists, the full Switched Access Service recurring rate will apply.

The Company will pay transport charges, determined on an individual case basis for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

**5.2 Measurement of Access Minutes and Determination of Balance**

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

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**SWITCHED ACCESS SERVICES**

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**SECTION 6 - BILLING AND COLLECTION**

**6.1 General**

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

**6.2 Recording Service**

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through switched access service. Recording is provided twenty-four (24) hours a day, seven (7) days a week.

The Company will provide recording service in association with the offering Switched Access Service for Customer messages that can be recorded by Company-provided automatic message accounting equipment. At the request of the Customer, recording service will be provided Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide recording service in its operating territory. The minimum territory for which the Company will provide recording service is all the appropriately equipped offices in an operating territory for which the Customer has Switched Access Service.

For Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's End User. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Switched Access Service end office and type of call recording service when requested by the Customer. The beginning and ending of a Customer message are determined pursuant to the written instructions of the Customer.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.2 Recording Service, (Contd.)**

**6.2.1 Undertaking of the Company**

- A.** The Company will record all Customer messages carried Switched Access Service that are available to Company-provided recording equipment or operators. Unavailable Customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- B.** A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six (6) months prior to the change.

Assembly and editing, provision of Customer detail, data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

- C.** Recorded Customer message detail which is used at the request of the Customer to provide message processing and message bill processing service is not retained by the Company for longer than forty-five (45) days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by message processing service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.2 Recording Service, (Contd.)**

**6.2.2 Liability of the Company**

Notwithstanding 6.2.1 preceding, the Company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in A. and B. preceding shall attach to the Company for its action or the conduct of its employees in providing recording service.

**6.2.3 Obligations of the Customer**

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one (1) month prior to the date when the Customer message detail is to be recorded, unless Customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for Switched Access Service by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.2 Recording Service, (Contd.)**

**6.2.4 Payment Arrangements and Audit Provision**

**A. Notice and Scope**

1. Upon forty-five (45) days prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one (1) audit in any six (6) month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
4. The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall indicate the new date for commencement of said audit.
5. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.2 Recording Service, (Contd.)**

**6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)**

**B. Payment of Expense**

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

**C. Requests for Examinations**

1. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in 2. following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

**D. Audit Provision**

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.



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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.2 Recording Service, (Contd.)**

**6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)**

**E. Minimum Period and Minimum Monthly Charges**

The minimum period for which recording service without sorting is provided and for which charges apply is one (1) month.

**F. Cancellation of a Special Order**

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

**G. Changes to Special Orders**

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth in (.6) preceding will apply for the canceled special order.

**6.2.5 Rate Regulations**

Rates and charges for Recording Service will be determined on an individual case basis.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)****6.3 Automatic Number Identification**

ANI provided the automatic transmission of a seven (7) or ten (10) digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with: (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises; or (2) where technically feasible, with all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

**6.3.1 Rate Regulations**

When ANI is delivered (with Switched Access Service originating) and the Customer is charged the recording rate as set forth in 6.2.5 preceding, the ANI rate does not apply. If the Customer is not charged a recording rate, the ANI rate will apply for each ANI record delivered to the Customer. The ANI rate will be determined on an individual case basis.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)****6.4 Billing Name and Address Service**

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.4 Billing Name and Address Service, (Cont'd.)**

**6.4.1 Undertaking of the Company**

- A.** A request for information on over one-hundred (100) and up to five-hundred (500) telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- B.** Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to recording service as set forth in 6.2 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of recording service every fifth business day.
- C.** The Company will specify the format in which requests and tapes are to be submitted.
- D.** The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, End User or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- E.** The Company will provide the most current BNA information resident in its database. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.4 Billing Name and Address Service, (Cont'd.)**

**6.4.2 Obligations of the Customer**

- A.** With each order for BNA service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B.** A Customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C.** The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- D.** The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)**

**6.4 Billing Name and Address Service, (Cont'd.)**

**6.4.2 Obligations of the Customer, (Cont'd.)**

- E. When the Customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from one-hundred (100) (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November). No prorating or backbilling will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- F. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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### SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

#### 6.4 Billing Name and Address Service, (Cont'd.)

##### 6.4.3 Rate Regulations

- A. Service Establishment Charges** - apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a Customer.

	<b>Minimum</b>	<b>Maximum</b>
Service Establishment Charge	\$1,000.00	\$10,000.00

- B. Query Charge** - A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

	<b>Minimum</b>	<b>Maximum</b>
Query Charge, per telephone number	\$0.10	\$1.00

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all request and messages.

- C.** Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate. The percentages provided in the reports as set forth in 6.4.2.5 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: for usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.
- D.** When a Customer cancels an order for BNA service after the order date, the service establishment charge applies as set forth in 6.4.3.1 preceding.