

## PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 3  
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## Resale Services

**3. General Regulations**  
**3.2 Responsibility of the Telephone Company**

<b>3.2.1 Liability</b>	
<b>A.</b>	The Telephone Company will not incur any liability if it discontinues services or cancels an application for services for any of the reasons in this section.
<b>B.</b>	The Telephone Company shall not be liable to the reseller for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.
<b>C.</b>	The Telephone Company's failure to provide or maintain services under this tariff shall be excused by strikes, job actions, picketing, boycotts, or other similar labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God, and other circumstances beyond the Telephone Company's reasonable control, subject to any credit allowance for a service interruption that may be available under the primary tariff for the resold service.
<b>D.</b>	The Telephone Company has no rights against, or obligations, liabilities, or duties to, the reseller's customers under this tariff.

<b>3.2.2 Provision of Service</b>	
<b>A.</b>	The Telephone Company reserves the right to refuse an application for service made by a reseller, that is substantially owned, directly or indirectly, by a reseller or former reseller who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied. The circumstances in which a reseller shall be deemed to be substantially owned, directly or indirectly, by an indebted current or former reseller, shall include situations in which the two resellers are each substantially owned, directly or indirectly, by the same entity or entities.
<b>1.</b>	In the event that service is connected for a reseller who is indebted to the Telephone Company for service previously furnished to such reseller, the service may be terminated by the Telephone Company unless the reseller satisfies the indebtedness within 30 days after written notification. Such notification shall be made by Certified US mail to the person designated by that reseller to receive such notices. Copies of such notice shall be mailed to the Director of Communications of the PSC, concurrently with the mailing to the reseller.
<b>B.</b>	The Telephone Company will provide services to resellers at standards that meet or exceed the capabilities, functions and performance standards available to the Telephone Company's end user customers.
<b>1.</b>	Telephone Company service personnel appearing at the premises of a reseller's end user for the purpose of repair or installation will not be authorized to accept orders from such end users for new or modified service, or for repair or installation work going beyond that initially authorized by the reseller.

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