

RCN Telecom Services of New York, LP  
d/b/a Astound Broadband d/b/a Astound Business Solutions  
PSC No. 3 - Telephone  
Initial Effective Date: July 1, 2022

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

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New York.

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

#### **2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### **2.1.3 Terms and Conditions**

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company (cont'd.)**

#### **2.1.3 Liability of the Company (cont'd.)**

2.1.3.3 At the expiration of the initial contract term specified in each Business Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 Service may be terminated upon written notice to the Customer if:

- (a) the Customer issuing the service in violation of this tariff; or
- (b) the Customer is using the service in violation of the law.

2.1.3.5 This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

2.1.3.6 Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's network or facilities are not operating, Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability of electrical power.

#### **2.1.4 Liability of the Company**

2.1.4.1 Except as otherwise stated in this Tariff, the liability of the company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company (cont'd.)**

#### **2.1.4 Liability of the Company (cont'd.)**

- 2.1.4.2 The Company shall provide a reduced credit allowance as set forth in Section 2.6.1.4 after notice by the customer for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.1.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customer's facilities or equipment used for interconnection with network services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company (cont'd.)**

#### **2.1.4 Liability of the Company (cont'd.)**

- 2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.1.4.7 The Company is not liable if the Customer moves the Digital Phone equipment to another location. The address associated with the E911 call to the local 911 authorities, is specific to the original billing location. If the Company's Digital Phone service is moved to another location, the original billing address will still be transmitted to the 911 authorities, and response will be delayed. If one of the cables or telephone lines is removed from its connection on the Digital Phone equipment, service to your location will be unusable.
- 2.1.4.8 The Company shall be indemnified, defended held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- 2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.4.10 The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company (cont'd.)**

#### **2.1.5 Notification of Service-Affecting Activities**

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

#### **2.1.6 Provision of Equipment and Facilities**

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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## **RULES AND REGULATIONS**

### **2.1.6 Provision of Equipment and Facilities (cont'd.)**

2.1.6.6 Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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

- (a) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.
- (c) network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

### **2.1.7 Non-routine Installation**

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

### **2.1.8 Special Construction**

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

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

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## **RULES AND REGULATIONS**

### **2.1 Undertaking of the Company (cont'd.)**

- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

#### **2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance to this tariff remains in the Company, its agents, contractors, or suppliers.

### **2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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## **RULES AND REGULATIONS**

### **2.2 Prohibited Uses (cont'd.)**

- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

### **2.3 Liability of the Customer**

#### **2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) any damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduct necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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## **RULES AND REGULATIONS**

### **2.3    Liability of the Customer (cont'd.)**

#### **2.3.1    General (cont'd.)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## **RULES AND REGULATIONS**

### **2.3 Liability of the Customer (cont'd.)**

#### **2.3.1 General (cont'd.)**

- (i) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (j) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

#### **2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitee of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitee; or

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## **RULES AND REGULATIONS**

### **2.3 Liability of the Customer (cont'd.)**

#### **2.3.2 Claims (cont'd.)**

- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

### **2.4 Customer Equipment and Channels**

#### **2.4.1 General**

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

#### **2.4.2 Station Equipment**

- 2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## **RULES AND REGULATIONS**

### **2.4 Customer Equipment and Channels (cont'd.)**

#### **2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1995 edition).

#### **2.4.4 Inspections**

2.4.4.1 Upon suitable notification Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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## **RULES AND REGULATIONS**

### **2.4 Customer Equipment and Channels (cont'd.)**

#### **2.4.4 Inspections (cont'd.)**

- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

### **2.5 Payment Arrangements**

#### **2.5.1 Payment for Service**

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

#### **Taxes**

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

New York City residential Customers will be subject to a telephone franchise fee.

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.2 Billing and Collection of Charges**

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

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%. In addition, the following regulations are applicable to late payment penalties.

(a) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

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### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.2 Billing and Collection of Charges (cont'd.)**

##### **2.5.2.5 (cont'd.)**

- (b) The late payment charge does not apply to final accounts.
- (c) The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (d) All amounts deferred under deferred payment agreements will not be subject to the late payment charge.
- (e) The late payment charge does not apply to residence Customers who are billed under a quarterly payment plan.
- (f) For those residence Customers who certify to the Company that they suffer from serious illness, the late payment charge will be waived.
- (g) Life Line Customers are exempt from the late payment charge.
- (h) 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 State Finance Law (Chapter 153 of the Laws of 1984).

2.5.2.6 The Customer will be assessed a charge (\$10.00 Residential and \$15.00 Business) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.5.2.7 Customers have up to 6 months after the bill is rendered to initiate a dispute over charges or to receive credits. A bill will not be deemed correct and binding upon the customer by virtue of the preceding sentence if the Company or the customer has records on the basis of which the objection may be considered. If objection results in a refund to the customer, such refund will be with interest at the unadjusted rate paid on Customer deposits or the late payment penalty rate, whichever is greater.

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d/b/a Astound Broadband d/b/a Astound Business Solutions  
PSC No. 3 - Telephone  
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Superseding Revision No.

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.2 Billing and Collection of Charges (cont'd.)**

2.5.2.8 If service is disconnected by the Company in accordance with section 2.5.8 following and later restored, restoration of service will be subject to all applicable restoral charges.

#### **2.5.2.9 Payment Options:**

The customer may make payments in person, mail payments through the U.S. mail, have payments automatically deducted from checking or savings accounts, make payments through the RCN automated phone systems via credit card or checking/savings accounts for a fee of \$3.50, or make payments through an RCN Customer Service Representative via credit card or checking/savings accounts for a fee of \$5.95, or make payment online for a fee of \$1.00.

#### **2.5.3 Advance Payments**

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

#### **2.5.4 Deposits**

2.5.4.1 To safeguard its interests, the Company may require a Customer, whose financial responsibility is not established to the satisfaction of the Company, to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or

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## RULES AND REGULATIONS

### 2.5 Payment Arrangements (cont'd.)

#### 2.5.4 Deposits (cont'd.)

##### 2.5.4.1 (cont'd.)

- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month.

2.5.4.2 The company may require a deposit from an existing customer<sup>1</sup> if the customer is delinquent in payment, or if the customer's service has been suspended or terminated for non-payment once within the preceding 6-month period. "Delinquent in payment" means that a customer has received 2 consecutive telephone bills without making payment of one-half of the total of the 2 bills prior to the due date of the second bill. In addition, the Company shall provide a customer written notice, at least 10 days before it may assess a deposit, and state that the failure to make timely payment will permit the Company to require a deposit. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

2.5.4.3 All new Customers or existing Customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for non-payment during the preceding 6 months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may disconnect service.

Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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<sup>1</sup> An existing customer is any applicant for service who was a customer of the same telephone corporation within 12 months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for service and existing Customers are permitted to pay deposits in installments over a period not exceed 6 months.

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.4 Deposits (cont'd.)**

- 2.5.4.4 The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a Security Deposit.
- 2.5.4.5 Customers who have a recent payment history with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed three months provided that the customer had service for three months and was not terminated for nonpayment during that period.
- 2.5.4.6 A deposit may be required in addition to an advance payment.
- 2.5.4.7 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied.
- 2.5.4.8 Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the customer while the Company holds the deposit. New deposits from residential Customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to residential Customers after 1 year, and to business Customers after 3 years, unless the customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the subscriber.

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PSC No. 3 - Telephone  
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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.5 Installment Billing**

Residence Customers may elect to pay their initial service connection, installations and other non-recurring charges associated with service orders including restoration of service charges in monthly installments for up to a 12 month period. When installment billing is requested, it will be applied to all non-recurring charges subject to the following:

- (a) Installment billing may be used only by residence Customers.
- (b) Charges will be billed in 12 equal monthly installments.
- (c) A customer may not pay a portion of the charges and then request installment billing for the remaining charges.
- (d) A customer may elect to pay the unbilled charges before the expiration of the installment plan.
- (e) More than one installment plan may be in effect for the same customer at the same time, except however, that only one installment plan for restoration of service charges may be in effect at the same time.
- (f) If a customer disconnects service before the expiration of the plan period all unbilled charges will be included in the final bill rendered.
- (g) Installment billing payments will continue even though an account is temporarily disconnected.
- (h) No interest charges will be applied.

#### **2.5.6 Adjusted Payment Schedule**

Residence Customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.7 Quarterly Payment Plan**

Residential Customers, 62 years of age or older, may request a plan for payment on a quarterly basis of charges for services rendered, provided that such customer's average annual billing is not more than \$150.00.

#### **2.5.8 Discontinuance of Service**

2.5.8.1 Upon nonpayment of any amounts owing to the Company, the Company may, giving ten days' prior written notice to the Business Customer, discontinue or suspend service without incurring any liability. Service to residential Customers may be discontinued or suspended for nonpayment of any amounts owing to the Company on twenty days' prior written notice.

2.5.8.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability of such violation continues during that period.

2.5.8.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.8.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.8.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.8.1 or 2.5.8.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.8 Discontinuance of Service (cont'd.)**

##### **2.5.8.6 Telephone service shall not be discontinued for:**

- (a) Nonpayment of bills rendered other than for telephone service or deposits requested in connection with telephone service;
- (b) Nonpayment for services for which a bill has not been rendered;
- (c) Nonpayment for services which have not been rendered, except the initial advance payment of new Customers;
- (d) Telephone service shall not be suspended or terminated for nonpayment of bill rendered or a required deposit on weekends or New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas, or other Federal or State holidays proclaimed by the President or the Governor or days on which the Company is not open for business.

##### **2.5.8.7 Special provisions for residence Customers are as follows:**

- (a) Disconnect notices may not be issued until at least 30 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no late than six business days after the date of the bill. The 30 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
- (b) Disconnection may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company is closed. In addition, service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2. At least one attempt shall be made during nonworking hours to contact the residential customer by telephone before the date of disconnection.

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## RULES AND REGULATIONS

### 2.5 Payment Arrangements (cont'd.)

#### 2.5.8 Discontinuance of Service (cont'd.)

2.5.8.8 If a customer who has received a notice of discontinuance pays his bill with a check that is subsequently dishonored, his account remains unpaid and the Company is not required to issue any additional notice before discontinuing service. However, when a check received from a residence customer is dishonored, and that customer has not previously submitted a dishonored check within the past 12 months, the Company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours and the customer shall be given an additional 24 hours to pay before disconnection.

2.5.8.9 In the event of a medical emergency, as defined in 16 NYCRR, Sec. 633.5, an additional 30 days will be allowed for residential Customers before disconnection, provided a medical certificate, as defined in 16 NYCRR, Sec. 633.5 is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount up to \$30.00 until the emergency ceases or it is determined that Customers have the ability to pay the charges. Any charges in excess of \$30.00 in any month are due by the due date of the bill.

2.5.8.10 Where a residential customer is known to or identified to the Company as being blind or disabled as defined in 16 NYCRR, Sec. 633.5, or 62 years of age or older, and all other residents of the Customer's household are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before disconnection may occur. The Company shall make a diligent effort to contact by phone or in person, if telephone contact is not successful, an adult resident may be contacted at the location for purposes of devising a payment plan 8 days before the date of disconnection.

In cases where service has been disconnected and the Company subsequently learns that the customer is entitled to the protections established under this subdivision, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan. Should the Company be unable to contact such person within 24 hours it shall make reasonable efforts to achieve contact as soon as possible.

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.8 Discontinuance of Service (cont'd.)**

- 2.5.8.11 Existing residential Customers with three or more months service and for whom service has not been disconnected for nonpayment shall be offered a deferred payment agreement prior to disconnection, unless it is determined by the Commission that such customer has sufficient resources to pay the bill. Residence Customers with medical emergencies and Customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.

Service will not be disconnected unless a deferred payment plan is offered.

Final notices of disconnection will advise Customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.

Deferred payment agreements will be for a period of no less than 10 months unless otherwise agreed to by the Customers and for amounts of up to \$450 unless greater amounts are agreed to by the Company.

Down payments shall not exceed the lesser of one-fifth of the amount deferred or 3 months of a customer's average billing plus the difference between the total amount of arrears and the amount deferred.

- 2.5.8.12 Telephone service shall not be disconnected for nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules contained in 16 NYCRR Subchapter C, Chapter VI, Section 631.9 and 631.10.

Telephone service may be disconnected for nonpayment of the undisputed portion of a disputed bill or deposit if the customer, having been asked to pay such undisputed portion, does not do so. Disconnected residential service shall be reconnected within 24 hours following payment absent circumstances beyond the Company's controller later upon customer request. When circumstances beyond the Company's control exist, the service will be connected within 24 hours after cessation of such circumstances.

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d/b/a Astound Broadband d/b/a Astound Business Solutions  
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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.8 Discontinuance of Service (cont'd.)**

##### **2.5.8.12 (cont'd)**

The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours.

Copies of Company complaint handling procedures are on file with the Commission and are available to the Public for inspection upon request at the Company office where applications or payments for service may be made in person.

- 2.5.8.13 The Company shall have the right to take immediate action, including termination of service and severing of the connection without notice to the Customer when injury or damage to Company personnel, plant, property or service is occurring, or is likely to occur.

Prohibited, unlawful or improper use of the facilities or service include but are not limited to:

- the use of facilities or service of the Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of Tariff charges.
- calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons.
- the use of profane or obscene language.
- the use of the service in such a manner as to interfere with the service of one or more other subscribers or to prevent others from making or receiving calls.
- the use of a mechanical dialing device or recorded announcement equipment to seize a subscriber's line, thereby interfering with the subscriber's use of the service.
- the obtaining of telephone service by any fraudulent means whatsoever, with the intent of avoiding payment for the service.

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Initial Effective Date: July 1, 2022

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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.8 Discontinuance of Service (cont'd.)**

- 2.5.8.14 The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with 30 days written notice.

#### **2.5.9 Cancellation of Application for Service**

- 2.5.9.1 In general, applicants for business service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.9.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 2.5.9.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.9.4 The special charges described in 2.5.9.1 through 2.5.9.3 will be calculated and applied on a case-by-case basis.

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d/b/a Astound Broadband d/b/a Astound Business Solutions  
PSC No. 3 - Telephone  
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Section No. 2  
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## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (cont'd.)**

#### **2.5.10 Changes in Service Requested**

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

#### **2.5.11 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

#### **2.5.12 Backbilling**

Charges for previously unbilled service or upward adjustments of bills previously rendered to residence Customers may not be billed beyond 24 months after the error occurred unless the culpable conduct of the customer caused or contributed to the untimely billing. When such charges are billed, the Company must provide an explanation and advise Customers that payment may be made under an installment plan which shall not be less than one month for each month represented by the late billed charges unless otherwise agreed to. In addition, the Company may not disconnect service for nonpayment of charges rendered in excess of 6 months after the service was provided unless the delay in billing was due to the customer's culpable conduct. Upon request, a written explanation will be provided.

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d/b/a Astound Broadband d/b/a Astound Business Solutions  
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## RULES AND REGULATIONS

### 2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### 2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 A credit allowance will be given for interruptions of 24 hours or more. Credit allowances shall be calculated as follows:

Interruptions Over 24 Hours. Interruptions over 24 hours will be credited 1 day for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.6.1.4 A reduced credit allowance will be given for interruptions of service due to circumstances or causes beyond the control of the Company as defined in Section 2.1.4.2, preceding. Credit allowances shall be calculated as follows:

Interruptions Over 24 Hours: Interruptions over 24 hours will be credited 1/30th of the monthly rate for each 24 hour period or fraction thereof.

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## **RULES AND REGULATIONS**

### **2.6 Allowances for Interruptions in Service (cont'd.)**

#### **2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (f) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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Superseding Revision No.

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## **RULES AND REGULATIONS**

### **2.6 Allowances for Interruptions in Service (cont'd.)**

#### **2.6.3 Directory Errors**

In the absence of gross negligence or wilful misconduct and except for the allowances previously stated in this section, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator will be given as follows:

- (a) For free or no-charge published directory listings, credit will be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line affected, for the life of the directory or the charge period during which the error, mistake or omissions occurs.
- (b) For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (c) For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company will be allowed a period of three business days to make a correction. If the correction is not made in that time, credit will be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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## **RULES AND REGULATIONS**

### **2.6 Allowances for Interruptions in Service (cont'd.)**

#### **2.6.1 Directory Errors**

- (d) The total amount of the credit provided for in the preceding Paragraphs (A), (B) and (C) shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in Paragraph (C), for the lien or lines in question.
- (e) Such allowance or credits as specified in Paragraphs (A), (B) and (C) preceding, will be given upon notice to the Company by the Customer that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company will credit without the requirement of notification by the Customers.

#### **2.6.2 Cancellation For Service Interruption**

Cancellation or termination for service interruption to Business Customers is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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## **RULES AND REGULATIONS**

### **2.6 Allowances for Interruptions in Service (cont'd.)**

#### **2.6.3 Maintenance Service Incentive and Rebate Plan**

##### **2.6.3.1 General**

The Company shall provide a rebate with respect to local exchange service to Customers of access lines in the amount and under the conditions set forth below, in accordance with Part 603, Service Standards for Telephone Companies of 16 NYCRR.

- (a) In the event that: a central office entity having more than 3,000 access lines has a Customer Trouble Rate of 8.4 or more for three consecutive months (three month triggering period), or a central office entity having 3,000 or fewer access lines has a Customer Trouble Report of 8.4 or more for five consecutive months (five month triggering period); then a rebate shall be made to each consumer of record of one or more access lines in the central office entity in the month subsequent to any three or five month triggering period, whichever is applicable, in an amount equal to 20% of the basic local service charges (as defined in Section 2.6.5.2 following).
- (b) Rebates will be payable in a central office entity of 3,000 or fewer access lines if the entity has a Customer Trouble Report Rate of 8.4 or more for three consecutive months unless the Company can establish, based on its experience, that the five month triggering period continues to be appropriate.
- (c) The Company may petition for an exemption from paying rebates when performance is affected by events specified in 16 NYCRR Subsection 603.1.

##### **2.6.3.2 Basic Local Service Charges**

Local service charges are equal to the total of the basic port and link charges, excluding: (a) charges for units of usage; (b) other federal, state and local charges or surcharges; and (c) charges for any discretionary features or services.

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### **2.7 Use of Customer's Service by Others**

#### **2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or New York Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number (s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### **2.7.2 Joint Use Arrangements**

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

### **2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2.

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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## **RULES AND REGULATIONS**

### **2.8 Cancellation of Service (cont'd.)**

- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

### **2.9 Customer Liability for Unauthorized Use of the Network**

#### **2.9.1 Unauthorized Use of the Network**

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

#### **2.9.2 Liability for Calling Card Fraud and Other Unauthorized Use**

- (a) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- (b) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- (c) The Customer must give the Company oral notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- (d) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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## **RULES AND REGULATIONS**

### **2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)**

#### **2.9.2 Liability for Credit Card Fraud and Other Unauthorized Use (cont'd)**

(e) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

(a) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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

(b) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

(c) The Customer must give the Company oral notice that an unauthorized use of the credit card has occurred.

### **2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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## **RULES AND REGULATIONS**

### **2.11 Notices and Communications**

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

### **2.12 Operator Services Rules**

- 2.12.1 The Company will comply with the provisions of 16 NYCRR Part 649.2, as follows:

A provider of intrastate operator assisted communications services must:

  - (a) identify itself at the time the end-user accesses its services;
  - (b) upon request, quote all rates and charges for its services to the end-user accessing its system;

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## **RULES AND REGULATIONS**

### **2.12 Operator Services Rules (cont'd)**

#### **2.12.1 (cont'd)**

- (c) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - (1) the operator service provider's name and address;
  - (2) bill and service dispute calling information including the operator service providers dispute resolution phone number;
  - (3) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (4) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
- (d) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (e) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfers effect on the applicable rates and charges, before any charges are incurred.

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## **RULES AND REGULATIONS**

### **2.12 Operator Services Rules (cont'd)**

2.12.2 The Company will comply with the provisions of 16 N.Y.C.R.R. Part 649.4, as follows:

Effective September 1, 1990, providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

### **2.13 Privacy Rules**

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone callers original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (callers name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

Should an ANI subscriber violate any of the foregoing terms and conditions, the Company will terminate ANI to that subscriber after a determination through the New York Public Service Commission's complaint progress. ANI transmission will be reinstated after the New York Public Service Commission receives written confirmation from the ANI subscriber that the violations have ceased or have been corrected. Should the New York Public Service Commission determine that there have been three or more separate violations in a 24 month period, delivery of ANI to the subscriber will be terminated under the terms and conditions determined by the New York Public Service Commission.

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## **RULES AND REGULATIONS**

### **2.14 Automatic Number Identification**

#### **2.14.1 Regulations**

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

- (a) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (b) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services 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.
- (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 (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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## **RULES AND REGULATIONS**

### **2.14 Automatic Number Identification (cont'd)**

#### **2.14.1 Regulations (cont'd)**

- (e) Violation of any of the foregoing terms and conditions by any ANI recipient 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 or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

#### **2.14.2 Terms and Conditions**

Violation of any of the foregoing terms and conditions by the Company may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

### **2.15 Installation Service**

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 603.15 of 16 NYCRR for installation service, the rules of the Commission shall prevail.