

**New York PSC Tariff No. 3 – Telephone**

Leaf 1

Revision: Original

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*This Tariff, New York PSC No. 3 issued by Charter Fiberlink NY-CCO, LLC cancels and replaces in its entirety New York PSC No.1 and No. 2 issued previously by Charter Fiberlink NY-CCO, LLC.*

**Charter Fiberlink NY-CCO, LLC**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL AND INTRASTATE INTEREXCHANGE  
COMMUNICATION SERVICES

WITHIN THE STATE OF NEW YORK

Applicable in New York State

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Issued: December 17, 2010

Effective Date: January 17, 2011

Issued By: Betty Sanders, Director Regulatory Affairs  
Charter Fiberlink NY – CCO, LLC  
12405 Powerscourt Drive  
St. Louis, MO 63131-3674

**Charter Fiberlink NY-CCO, LLC**  
Within the State of New York**New York PSC No. 3 - Telephone**  
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Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: [PriorityEscalationTeam@charter.com](mailto:PriorityEscalationTeam@charter.com)
- By Phone: Customer Service  
888 GET CHARTER (888-438-2427)
- By Mail:  
Spectrum  
Attn: Executive Escalation Manager  
2 Digital Place  
Simpsonville, SC 29681

Contacting the New York State Department of Public Service with a Complaint

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:  
  
Helpline (for complaints/inquiries):  
1-800-342-3377 for Continental United States (M-F 8:30am – 4:00pm); or  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax
- By Mail:  
  
NYS Department of Public Service  
Office of Consumer Services, 4<sup>th</sup> Floor  
3 Empire State Plaza  
Albany, NY 1223-1350

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**Charter Fiberlink NY-CCO, LLC**  
Within the State of New York**New York PSC No. 3 - Telephone**

Leaf 2

Revision: 23<sup>rd</sup>Superseding Revision: 22<sup>nd</sup>**Check Sheet**

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

Leaf	Revision	Leaf	Revision	Leaf	Revision	Leaf	Revision	
Section 0		Section 3		Section 7		Section 8		
1	Original	39	1 <sup>st</sup> Revised	69.2	6 <sup>th</sup> Revised	98	Original	
2	23 <sup>rd</sup> Revised*	Section 4		69.3	4 <sup>th</sup> Revised	99	Original	(T)
3	3 <sup>rd</sup> Revised	40	3 <sup>rd</sup> Revised	69.4	2 <sup>nd</sup> Revised	100	Original	
4	5 <sup>th</sup> Revised	41	3 <sup>rd</sup> Revised	70	1 <sup>st</sup> Revised	101	Original	(T)
5	2 <sup>nd</sup> Revised	42	1 <sup>st</sup> Revised	71	1 <sup>st</sup> Revised	102	Original	
6	Original	43	1 <sup>st</sup> Revised	72	1 <sup>st</sup> Revised	103	Original	
Section 1		Section 5		73	1 <sup>st</sup> Revised	104	Original	
7	1 <sup>st</sup> Revised	44	2 <sup>nd</sup> Revised	74	1 <sup>st</sup> Revised	105	Original	
8	1 <sup>st</sup> Revised	45	2 <sup>nd</sup> Revised	75	1 <sup>st</sup> Revised	106	Original	
9	2 <sup>nd</sup> Revised	46	1 <sup>st</sup> Revised	76	1 <sup>st</sup> Revised	107	Original	
10	2 <sup>nd</sup> Revised	46.1	1 <sup>st</sup> Revised	77	1 <sup>st</sup> Revised	108	Original	
11	1 <sup>st</sup> Revised	47	2 <sup>nd</sup> Revised	78	1 <sup>st</sup> Revised	109	Original	
12	1 <sup>st</sup> Revised	48	2 <sup>nd</sup> Revised	79	2 <sup>nd</sup> Revised	110	Original	
Section 2		49	1 <sup>st</sup> Revised	80	2 <sup>nd</sup> Revised	111	Original	
13	Original	49.1	1 <sup>st</sup> Revised	80.1	1 <sup>st</sup> Revised	Section 9		
14	1 <sup>st</sup> Revised	50	4 <sup>th</sup> Revised	81	2 <sup>nd</sup> Revised	112	Original	
15	Original	51	7 <sup>th</sup> Revised	82	3 <sup>rd</sup> Revised	113	Original	
16	Original	Section 6		83	2 <sup>nd</sup> Revised	114	Original	
17	Original	52	1 <sup>st</sup> Revised	83.1	3 <sup>rd</sup> Revised	115	Original	
18	1 <sup>st</sup> Revised	53	Original	84	2 <sup>nd</sup> Revised	116	Original	
19	1 <sup>st</sup> Revised	54	1 <sup>st</sup> Revised	85	2 <sup>nd</sup> Revised	117	Original	
20	1 <sup>st</sup> Revised	55	Original	86	2 <sup>nd</sup> Revised	118	Original	
21	1 <sup>st</sup> Revised	56	2 <sup>nd</sup> Revised	87	2 <sup>nd</sup> Revised	119	Original	
22	Original	57	1 <sup>st</sup> Revised	87.1	1 <sup>st</sup> Revised	120	Original	
23	2 <sup>nd</sup> Revised	58	1 <sup>st</sup> Revised	87.2	1 <sup>st</sup> Revised	121	1st Revised	(T)
24	1 <sup>st</sup> Revised	59	3 <sup>rd</sup> Revised	88	1 <sup>st</sup> Revised			
25	1 <sup>st</sup> Revised	59.1	2 <sup>nd</sup> Revised	89	6 <sup>th</sup> Revised			(T)
26	2 <sup>nd</sup> Revised	59.2	2 <sup>nd</sup> Revised	89.1	2 <sup>nd</sup> Revised			
27	1 <sup>st</sup> Revised	59.3	2 <sup>nd</sup> Revised	89.2	1 <sup>st</sup> Revised			(T)
28	3 <sup>rd</sup> Revised	60	1 <sup>st</sup> Revised	90	2 <sup>nd</sup> Revised			
29	2 <sup>nd</sup> Revised	61	1 <sup>st</sup> Revised	91	2 <sup>nd</sup> Revised			
30	1 <sup>st</sup> Revised	62	2 <sup>nd</sup> Revised	92	1 <sup>st</sup> Revised			
31	1 <sup>st</sup> Revised	63	1 <sup>st</sup> Revised	93	1 <sup>st</sup> Revised			
32	1 <sup>st</sup> Revised	64	1 <sup>st</sup> Revised	94	3 <sup>rd</sup> Revised			
33	2 <sup>nd</sup> Revised*	64.1	2 <sup>nd</sup> Revised	95	3 <sup>rd</sup> Revised			
34	Original	65	2 <sup>nd</sup> Revised	96	9 <sup>th</sup> Revised			
35	Original	66	1 <sup>st</sup> Revised	96.1	4 <sup>th</sup> Revised			
36	Original	67	3 <sup>rd</sup> Revised	96.2	1 <sup>st</sup> Revised			
37	Original	68	3 <sup>rd</sup> Revised	97	4 <sup>th</sup> Revised			
38	Original	69	4 <sup>th</sup> Revised	97.1	2 <sup>nd</sup> Revised			
		69.1	5 <sup>th</sup> Revised	97.2	1 <sup>st</sup> Revised			

\*Denotes New/Revised page this filing.

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**Charter Fiberlink NY-CCO, LLC**  
Within the State of New York**New York PSC No. 3 - Telephone**

Leaf 3

Revision: 3<sup>rd</sup>Superseding Revision: 2<sup>nd</sup>**Table of Contents**

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**New York PSC No. 3 - Telephone**

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Application of Tariff

This tariff sets forth the service offerings, rates, terms and conditions of services applicable to furnishing local and intrastate interexchange telecommunications services by Charter Fiberlink NY-CCO, LLC ("Telephone Company"), competitive facilities-based provider of telephony services, to customers within the state of New York.

Explanation of Symbols

The following symbols are used herein to identify schedule and text changes:

- (R) To signify a **reduction** in rate or charge
- (I) To signify an **increase** in rate or charge
- (C) To signify a **changed** regulation or condition which may affect a rate or charge
- (T) To signify a change in **text**, but no change in rate, charge, regulation or condition
- (M) To signify relocation (**moved**) of text without change
- (N) To signify a **new** rate, charge, regulation or condition
- (D) To signify a **discontinued** rate, charge, regulation or condition

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**New York PSC No. 3 - Telephone**  
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**Section 1 - Definitions and Terms**

**Account** – Either a Customer's physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

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**Application** – A request made orally or in writing for telephone service.

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**Calling Area** – A specific geographic area so designated for the purpose of applying a specified rate structure.

**Central Office** – A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

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Within the State of New York

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**Section 1 - Definitions and Terms (cont'd)**

**Connecting Company** – A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

(D)

**Construction Charge** – A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

**Contiguous Property** – The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

**Contract** – The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local and Intrastate Interexchange Exchange Tariffs.

**Cost** – The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

**Customer** – The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company's Tariff.

**CPE – Customer Provided Equipment** – Devices, apparatus, and/or associated wiring provided by a customer.

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**Demarcation Point** – That point (also referred to as Network Interface) or interconnection between the Telephone Company's facilities and the wiring at the subscriber's premise. The Demarcation Point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be more mobile (e.g., mobile homes, recreational vehicles), The Telephone Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarcation Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

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Within the State of New York

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Superseding Revision: 1st

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**Section 1 - Definitions and Terms (cont'd)**

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**Exchange Area** – A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

**Exchange Station** – A station connected with a central office of the Telephone Company over its own lines.

**Facility (or Facilities)** – Any item or items of communications plant or equipment used to provide or connect to the Telephone Company Services.

**FCC** – Federal Communications Commission

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**Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC)** – is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

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Within the State of New York

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**Section 1 - Definitions and Terms (cont'd)**

**Installation Charge** – A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically exempted.

**Interconnection** - The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

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**International** – Refers to communication between U.S. and another country.

**Interstate** – Refers to communication between states within the Continental U.S., unless otherwise noted.

**Intrastate** – Refers to communication within a single state.

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**Local Calling Service Area** – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

**Local Exchange Service** – Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariff.

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**Location** – A physical premise to or from which the Telephone Company provides Service.

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**Message** – A completed customer call.

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**New Customer** – A customer who has not had telephone service within the last sixty (60) days.

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**Non-Listed Telephone Number** – Telephone numbers that are not listed in the telephone directory; but are provided via Directory Assistance.

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**New York PSC No. 3 - Telephone**  
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**Section 1 - Definitions and Terms (cont'd)**

**Premises** – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

**Services** – The Telephone Company's regulated common carrier communications services provided under this Tariff.

**Service Charge** – The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

**Slamming** – is the unauthorized change of a subscriber's local exchange, intraLATA or interLATA telecommunications carrier.

**Subscriber** – The term "Customer" is synonymous with the term "subscriber".

**Tariff** – The schedule of Local Exchange rates and charges, rules and regulations, terms and conditions adopted and filed by the Telephone Company and approved by the New York Public Service Commission..

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**Section 1 - Definitions and Terms (cont'd)**

**Telecommunications Service Priority (TSP) System** – The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services.

**Telephone Company** – Charter Fiberlink NY-CCO, LLC.

**Telecommunications Relay Service (TRS)** – TRS enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate with the hearing population not using text telephone and visa versa.

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**Terminal Equipment** – Equipment at the terminal of a communication circuit.

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**Termination Charge** – A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

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**Underground Service Connection** – A customer's "drop" wire that is run underground from a pole line or an underground distributing cable.

**Underlying Carrier** – A provider of telecommunications services from whom the Telephone Company acquires services that it resells to Customers.

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**New York PSC No. 3 - Telephone**  
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## **Section 2 - Rules and Regulations**

The regulations set forth herein apply to intrastate telecommunications services and facilities furnished within the state of New York by Charter Fiberlink NY-CCO, LLC hereinafter referred to as the Company, subject to the jurisdiction of the New York Public Service Commission.

### 2.1. Obligation and Liability of the Telephone Company

#### 2.1.1. Availability of Facilities and Equipment

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

#### 2.1.2. Interruptions of Service

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon customer request.

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the customer's premises. Failure to supply adequate commercial electrical power is considered negligence of the customer. A customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by customer negligence or failure on the customer's side of the demarcation point.

In the event the Customer is affected by such interruption, not due to customer negligence, for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.1. Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.3. Liability**

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows:

- A. If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

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The Customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:

- Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- Any defacement or damage to the Customer's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company, or its employees.
- Any accident, injury, or death occasioned by its equipment or facilities when such is not due to the negligence of the Company.
- Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities, claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.1. Obligation and Liability of the Telephone Company (cont'd)

#### 2.1.3. Liability (cont'd)

- Liability for failure to provide service.

The Customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the Customer. The Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

- The Customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Upon request of Customer regarding service trouble a visit charge will be made if trouble is found to be in customer-provided systems. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Company facilities. The responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Company that such changes may affect customer-provided facilities, the Company shall provide reasonable notice.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.1. Obligation and Liability of the Telephone Company (cont'd)

#### 2.1.3. Liability (cont'd)

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem, that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

Customer will indemnify, defend, and hold the Telephone Company harmless from any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled.

Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Company or its officers, directors, employees or agents.

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental, or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (including, without limitation, any service implementation delays or failures). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.1. Obligation and Liability of the Telephone Company (cont'd)

#### 2.1.4. Directories, Errors and Omissions

Each customer shall be entitled, without charge, to a directory for their local calling service area within the state of New York.

The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested to be omitted from the telephone directory or the disclosing of such a listing to any person.

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual line affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: 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. Operator records: 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 subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- D. Credit limitation: The total amount of the credit provided for 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 line or lines in question.
- E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the company by the subscriber 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 shall give credit without the requirement of notification by the subscribers.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.1. Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.5. Transmitting Message**

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors

#### **2.1.6. Use of Connecting Telephone Company Lines**

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

#### **2.1.7. Defacement of Premises**

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. The customer sole remedy for such damage shall be repair of such damage.

#### **2.1.8. Reserved for Future Use**

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**Section 2 - Rules and Regulations (cont'd)**

**2.1. Obligation and Liability of the Telephone Company (cont'd)**

**2.1.9. Reserved for Future Use**

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**2.1.10. IntraLata/InterLata Presubscription (Preferred Carrier Freeze)**

At the request of an end user, the Telephone Company will provide a freeze on an end user's preferred local exchange, intraLATA and interLATA carrier. A preferred carrier freeze prevents a change in the end user's preferred carrier selection unless the end user gives the carrier from whom the freeze was requested their express consent. A Preferred Carrier Freeze is offered on a non-discriminatory basis to all end users, regardless of the carrier selection. This service is offered at no charge.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures**

#### **2.2.1. Rights of the Telephone Company in Furnishing Service**

##### **A. Ownership and Use of Services**

Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. Telephone numbers assigned to the Customer by the Telephone Company are portable and transferable with the Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.

If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished the Telephone Company may require the Customer to install and maintain such Services and the Telephone Company may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

##### **B. Service Use by Customer**

The Service is furnished only for use by the Customer and by guests on the Customer's premises whom Customer permits to use the service. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures (cont'd)**

#### **2.2.2. Establishment and Provision of Service**

Applications for initial or additional Services may be made to the Telephone Company in writing. During the application process, the Telephone Company may only use credit reports that reflect the purchase of utility services unless the Company has permission in writing from the customer to use other reports. The Telephone Company will use past telephone account information in order to establish a credit risk assessment and/or use in establishing any advance payment amount that may be required.

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Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.

The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company or its affiliates for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company or its affiliates who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.3. Directory Listing Service

The rates and regulations for directory listings in this tariff apply only to the alphabetical directory containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business customers.

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the incumbent telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Tariff.

One listing included with each subscriber's primary line service, termed the Primary Listing, is provided in accordance with the incumbent telephone company's directory practices.

One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the incumbent telephone company's directory practices.

At the request of the Customer, the primary listing may be omitted from both the directory and the directory assistance service records as a private telephone number. Private Number Service is furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures (cont'd)**

#### **2.2.4. Priority of Service**

In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

#### **2.2.5. Customer Premise Equipment (CPE)**

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer; owned by the Telephone Company or some other supplier and leased to the Customer; including the terminal equipment located or held in inventory on the Customer's premises.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

#### **2.2.6. Fees and Taxes Billed to Customer**

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When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, may be increased by an amount equal to each such Customer's proportionate part of any such charge or tax, and such amount shall be shown separately on the Customer's bill.

- A. A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.
- B. In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

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**Section 2 - Rules and Regulations (cont'd)**

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**Section 2 - Rules and Regulations (cont'd)**

**2.2. Practices and Procedures (cont'd)**

**2.2.8. Advance Payments**

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Customers, who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an Advance Payment. The Advance Payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The Advance Payment will appear as a credit and be applied to the first month bill. The Telephone Company reserves the right to refuse service if the customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.

For Customers required to make an advance payment, the Telephone Company may require proof of positive identification. Failure to provide acceptable forms of identification may result in denial of telephone service. The Telephone Company will provide a notification and information letter to those customers required to make an advance payment.

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**Section 2 - Rules and Regulations (cont'd)**

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**Section 2 - Rules and Regulations (cont'd)**

**2.2. Practices and Procedures (cont'd)**

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**2.2.9. Initial Contract Periods**

- A. Unless otherwise specified herein or elsewhere in the Telephone Company's Local and Intrastate Interexchange Exchange Tariffs, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month.
- B. The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
- C. The Telephone Company may require a Service period longer than one (1) month at the same location in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures (cont'd)**

#### **2.2.10. Billing and Charges**

- A. The customer is held responsible for all charges for Services rendered and furnished to the Customer billed monthly in advance. The Customer shall also pay for charges that may be billed by the Telephone Company.. The Customer is also responsible for any charges transferred to the Customer's account from terminated accounts billed to the same Customer. (C)
- B. The Telephone Company will not charge for previously unbilled services when the period for the unbilled services is more than 24 months prior to the mailing of the bill unless the culpable conduct of the customer caused or contributed to the failure of the Corporation to render timely or accurate billing. (C)
- C. The Telephone Company reserves the right to assess late payment charges for Customers whose accounts(s) have an unpaid balance from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee (D)
- Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
  - Late payment charges do not apply to final accounts.
  - 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 Laws of 1984). (D)
- D. In an action in a court to collect or attempt to collect any charges or other amounts due to Carrier under this tariff, if the Carrier asks the Court to award attorneys' fees, the Court may award the party which substantially prevails in the action (Carrier or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law. (T)

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**Section 2 - Rules and Regulations (cont'd)**

**2.2. Practices and Procedures (cont'd)**

**2.2.11. Suspension or Termination of Service**

**A. Voluntary Suspension**

Service may be terminated upon notice being given to the Telephone Company.  
Payment of all charges will be due for service that has been furnished.

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**B. Involuntary Termination**

Service may be suspended or terminated for non-payment of a bill, provided that the Telephone Company has made a reasonable attempt to effect collection and has given written notice for the customer to make settlement on their account or have service disconnected. The Telephone Company will also provide the customer the opportunity to eliminate portions of the service before terminating service in its entirety. Suspension/termination notices may be issued 25 days after the date of the bill. A mailed written notice will be provided, with reasons specified, to the customer at least eight (8) days prior to suspension, or twenty (20) days prior to termination, excluding Sundays and legal holidays, prior to the date of the proposed discontinuance. Notice will be sent to the customer via first class US Mail. Basic telecommunications service may not be suspended on any Friday, Saturday, Sunday, legal holiday or day before any legal holiday. Service also may not be suspended when the offices of the Telephone Company are not open to the public.

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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures (cont'd)**

#### **2.2.11. Suspension or Termination of Service (cont'd)**

##### **B. Involuntary Termination (cont'd)**

The Telephone Company may disconnect, without additional notice, any service when the Customer has made payment of past due amounts with insufficient funds via check or credit card. The Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the insufficient funds notice.

Service may be refused or discontinued for any of the reasons listed below. Unless noted, service will be refused or discontinued with written notice provided prior to the date of the proposed discontinuance.

1. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous;
2. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Telephone Company's service to other customers;
3. Without notice, in the event the customer tampers with equipment furnished and owned by the Telephone Company;
4. In the event of unauthorized use of telephone service; or unauthorized use of abandoned facilities.
5. Failure of the customer to permit the Telephone Company reasonable access to its equipment;
6. Failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
7. Failure to comply with municipal ordinances and other laws;
8. Failure of the customer to provide a deposit/advance payment to the Telephone Company, if required;
9. Reserved for Future Use
10. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to; the subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user or Company personnel; or subscriber use to impersonate or permit others to impersonate any other individual.
11. The Telephone Company is not required to furnish its service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for telephone service or service from its affiliates previously furnished to such applicant or any other member of the applicant's household.

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Within the State of New York

**New York PSC No. 3 - Telephone**  
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## **Section 2 - Rules and Regulations (cont'd)**

### **2.2. Practices and Procedures (cont'd)**

#### **2.2.11. Suspension or Termination of Service (cont'd)**

##### **B. Involuntary Termination (cont'd)**

12. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
13. For violation and/or non-compliance with the New York Public Service Commission's Orders or regulations governing service supplied by the Telephone Company;
14. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service;
15. Failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the New York Public Service Commission.

##### **C. Exceptions to Suspension and Termination**

Telephone service shall not be suspended or terminated for:

- Nonpayment of bills rendered for charges other than telephone service requested in connection with telephone service;
- Nonpayment for service for which a bill has not been rendered;
- Nonpayment for service which have not been rendered;
- 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's compliant handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.
- Nonpayment of backbilled amounts as outlined in 2.2.10.

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**Section 2 - Rules and Regulations (cont'd)**

**2.2. Practices and Procedures (cont'd)**

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**Section 2 - Rules and Regulations (cont'd)****2.2. Practices and Procedures (cont'd)****2.2.12. Complaints**

Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should first contact the Company at the address, telephone number, or e-mail address provided on the bill. The Customer may also use the following contact information:

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Telephone Company Contact: [PriorityEscalationTeam@chartercom.com](mailto:PriorityEscalationTeam@chartercom.com)

(M)

US Mail:

Executive Escalation Manage

|

2 Digital Place

|

Simpsonville, SC 29681

|

888 GET CHARTER (888-438-2427)

(M)

or

Customers can file unresolved complaints by contacting:

New York State Department of Public Service

[www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints)

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DPS HELPLINE (800-342-3377) (M-F 8:30a – 4:00p)

(T)

Office of Consumer Affairs

3 Empire State Plaza

Albany, NY 12223

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.13. Construction, Installation and Maintenance Charges

- A. Construction performed under this Section shall be at the sole discretion of the Telephone Company. The obligation to provide facilities-based services does not require the Telephone Company, as it is not an Eligible Telecommunications Carrier (ETC), to build out its facilities to customers if the Telephone Company cannot reasonably obtain access to the point of demarcation on the customer's premises.
- B. Special charges in the form of installation charges, monthly charges, or both are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example:
  - 1. The facilities are not presently available, and there is no other requirement for the facilities so constructed.
  - 2. The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis.
  - 3. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
  - 4. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
  - 5. The facilities would be constructed on an expedited basis.
  - 6. The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
  - 7. The facilities would be constructed on a temporary basis until permanent facilities are available.
  - 8. The facilities would be constructed in advance of Telephone Company's normal construction.
  - 9. The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance.
  - 10. The Customer's location requires the use of costly private right-of-way.
- C. Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company.
- D. Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.13. Construction, Installation and Maintenance Charges (cont'd)

- E. Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses; supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.
- F. The Telephone Company will provide an estimate of actual charge to the Customer prior to the start of construction.
- G. When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer.
- H. The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
- I. Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point. Refer to Glossary of Definitions and Terms for explanation and examples of the term "Demarcation Point."
- J. Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.
- K. The following definitions are used with regard to facilities constructed and owned by the Telephone Company:

Applicant – The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision

Building – A single structure roofed and enclosed with exterior walls, built for permanent use, erected, frames or component structural parts and unified in its entirety both physically and in operations for single-family residential occupancy in a subdivision, excluding mobile homes.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.13. Construction, Installation and Maintenance Charges (cont'd)

Subdivision – a lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law. The Telephone Company, upon receipt of the applicant's proper application, will install underground facilities with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground facilities will be at no charge, except where a charge is permitted in this Tariff.

Rights-of-Way and Easements - Within the applicant's subdivision, the Telephone Company will construct, own, operate, and maintain underground facilities only along public streets, roads and highways which the Telephone Company has the legal right to occupy, and on public land and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company. Rights-of-way and easements, within the subdivision, satisfactory to the Telephone Company, must be provided by the applicant within reasonable time to meet construction and service requirements before the Telephone Company required to commence its installation, such rights-of-way and easements must be provided by the applicant at no charge to the Telephone Company, be cleared of trees, tree stumps and other obstructions and be graded to within (6) inches of final grade. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.

#### **L. Advances by the Applicant**

1. Where, due to the manner in which a subdivision is developed, the Telephone Company is required to construct an underground distribution system through a section or sections of the subdivision where service will not be connected for at least (2) years, then, the Telephone Company may require a reasonable advancement for the construction from the applicant before construction is commenced, to guarantee performance.
2. Where the subdivision is developed in a uniform manner so that the Telephone Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings or multiple-occupancy buildings are being constructed, the Telephone Company may not require an advance.
3. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy building.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.13. Construction, Installation and Maintenance Charges (cont'd)

##### L. Advances by the Applicant (cont'd)

4. Any portion of an advance remaining unrefunded ten (10) years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

##### M. Temporary Facilities

1. Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year.
2. When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated unrecoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

##### N. Special Type of Construction

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customer's premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply:

1. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
2. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
3. Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing; less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.

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## **Section 2 - Rules and Regulations (cont'd)**

### 2.2. Practices and Procedures (cont'd)

#### 2.2.13. Construction, Installation and Maintenance Charges (cont'd)

##### N. Special Type of Construction (cont'd)

4. Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
5. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

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**Section 3. Service Areas**

**3.1. Local Calling Areas**

3.1.1. Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carriers:

A. Verizon New York, Inc.

The Company will mirror local and regional calling as identified by Verizon in the following service areas:

Dannemora  
Elizabethtown  
Peru  
Plattsburgh  
Saranac

B. Frontier Communications of Ausable Valley

The Company will mirror local and regional calling as identified by Frontier Communications in the following service areas:

Asablforks  
Keeseville  
Wilmington

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**Section 4 - Reserved for Future Use**

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## **Section 6 - Business Services**

### 6.1. Rules and Regulations

The regulations specified herein are in addition to the rules contained throughout this Tariff and other tariffs of the Telephone Company. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Products and Services are available as stated herein, where technically feasible. The quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract. All charges are due and payable upon receipt of the bill.

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Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or mandated federal and state surcharges.

The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third-party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

Customers who purchase only Charter Business local exchange and long distance services and do not purchase any other Charter Business services, including affiliate services, will be required to sign up for automatic payment prior to installation of local and long distance services. The customer must maintain a valid account with automatic payment for not less than six (6) months from the date the Business Telephone Service is installed or be subject to disconnection.

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## **Section 6 - Business Services (cont'd)**

### 6.2. Rights of the Telephone Company

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to Termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this tariff or contract;
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days

In the event Customer is in default, the Telephone Company shall have at its discretion, and in addition to any other remedies it may have herein, to:

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected with affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate contractual agreement and/or all of the applicable service orders

If termination is due to noncompliance by the Customer, Customer must pay the Telephone Company a Termination Charge. The Termination Charge shall be equal to fifty percent (50%) of the unpaid balance of the Monthly Service charges that would have been due throughout the remainder of the applicable service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

Customer shall not use or permit any third party to use the Services in any manner that violates applicable law or causes the Telephone Company to violate applicable law.

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## **Section 6 - Business Services (cont'd)**

### 6.2. Rights of the Telephone Company

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and/or individual contract for such telephone services. It is the responsibility of the Customer to ensure that any person who accesses any telephone service through the Customer's equipment or through the Telephone Company's facilities on the Customer's premises will be an authorized user.

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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The Customer may not assign or transfer (directly or indirectly by any means, his or her individual contract or services to any other entity without first obtaining written consent from the Telephone Company. Contracts may not be amended, supplemented or changed without the written consent of the Customer and the Telephone Company.

Charter may perform an installation review of each service location prior to the installation of services at each service location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services. All equipment and materials installed or provided by the Telephone Company shall remain the property of the Telephone Company.

Customer is required to provide commercial electrical power or other utility service for the proper function of telephone services.

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## **Section 6 - Business Services (cont'd)**

### **6.3. Rights of Customer**

Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within thirty (30) days after the new service is initiated. This does not relieve the customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the customer canceled.

The Telephone Company shall be in default if one (1) or more of the following occur and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

1. The Telephone Company fails to comply with the terms of this Tariff or individual contract and/or any or all of the applicable service orders;
2. The Telephone Company files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief or proceedings not dismissed within sixty (60) days.

Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within thirty (30) days after the new service is initiated. This does not relieve the customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the customer canceled.

The Telephone Company shall be in default if one (1) or more of the following occur and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

The Telephone Company fails to comply with the terms of this Tariff or individual contract and/or any or all of the applicable service orders; The Telephone Company files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief or proceedings not dismissed within sixty (60) days.

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly service charges attributed to such terminated service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall waive the termination charge, equal to a portion of any one time charge has been paid by the Customer to the Telephone Company relative to the services covered by the terminated service order and/or individual contract.

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**Section 6 - Business Services (cont'd)**

**6.3. Rights of Customer (cont'd)**

**Money Back Guarantee**

Upon the business customer's dissatisfaction and disconnection of service, and at the customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business telephone services, under the following conditions:

1. New Charter Business telephone customers qualify to have all levels of telephone services refunded for one month's charges.
2. Current Charter Business telephone customers adding a new level/upgrade of service qualify to receive a credit for one month's charges on the newly added services only.
3. Bulk Accounts, Multi-Dwelling Unit Accounts and National Accounts are not eligible for this offer.
4. The maximum refund allowable is \$500 per account.

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This refund/credit is valid for customers who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per customer account. The customer must disconnect the service and request a refund/credit within 45 days of service installation.

Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. Directory Assistance, Operator Services, etc.) are not eligible for this program.

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## **Section 6 - Business Services (cont'd)**

### 6.7. Business Services (cont'd)

#### 6.7.2. High Capacity Transmission Services

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The following services are offered where technically and operationally feasible.

#### General Description of Service

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High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service, which may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at non-discriminatory rates, terms and conditions.

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## **Section 8 – Special Services and Programs**

### 8.1. Emergency/Crisis/Disaster Restoration and Provisioning-Telecommunications Service Priority

#### 8.1.1. General

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

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

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

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

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.1. Emergency/Crisis/Disaster Restoration and Provisioning-Telecommunications Service Priority (cont'd)

#### 8.1.2. TSP Request Process – Restoration

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

- A. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  - National Security Leadership
  - National Security Posture and U.S. Population attack Warning
  - Public Health, Safety, and Maintenance of Law and Order
  - Public Welfare and Maintenance of National Economic Posture
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- D. Submit the SF 315 to the OPT.
- E. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.1. Emergency/Crisis/Disaster Restoration and Provisioning-Telecommunications Service Priority (cont'd)

#### 8.1.3. TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 8.2.2. above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 8.2.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander, of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

#### 8.1.4. Responsibilities of the End-User

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

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.1. Emergency/Crisis/Disaster Restoration and Provisioning-Telecommunications Service Priority (cont'd)

#### 8.1.5. Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

#### 8.1.6. Preemption

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

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## **Section 8 – Special Services and Programs (cont'd)**

### **8.2. Critical Facilities Administration**

#### **8.2.1. Program Overview**

- A. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to ensure the data and restrict access by each customer to information relative to the customer's qualifying circuits.
- B. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

#### **8.2.2. Customer Obligations**

Customers participating under the Critical Facilities Administration program will be required to:

- A. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- B. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.2. Critical Facilities Administration (cont'd)

#### 8.2.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- A. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- B. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- C. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advanced to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- D. Update information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- E. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- F. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

#### 8.2.4. Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

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## **Section 8 – Special Services and Programs (cont'd)**

### **8.3. 911/E-911 Emergency Services**

The Telephone Company will supply the 911/E-911 service provider in the Telephone Company's service area with accurate information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

Database records provide customer-specific information that includes the customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the end user's telephone.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enable PS/ALI from a third-party provider.

The Telephone Company may bill the customer a monthly surcharge, per voice grade equivalent line, in order to fund the E-911 system.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.4. New York Relay Service

#### 8.4.1. General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

#### 8.4.2. Regulations

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this service.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
  - 1. calls to informational recordings and group bridging service;
  - 2. calls to time or weather recorded messages;
  - 3. station sent paid calls from coin telephones; and
  - 4. operator-handled conference service and other teleconference calls.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.4 New York Relay System (cont'd)

#### 8.4.3. Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

### 8.5. Special Equipment for the Hearing or Speech Impaired Customer

- 8.5.1. As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 8.5.2. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 8.5.3. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 8.5.4. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 8.5.5. The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.6. Discounted Service for the Hearing or Speech Impaired Customer

#### 8.6.1. General

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

#### 8.6.2. Certification

Acceptable certifications are:

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

#### 8.6.3. Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication.

#### 8.6.4. Billing

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

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## **Section 8 – Special Services and Programs (cont'd)**

### **8.7. Schools and Libraries Discount Program**

#### **8.7.1. General**

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

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

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.7. Schools and Libraries Discount Program (cont'd)

#### 8.7.2. Regulations

##### A. Obligation of eligible schools and libraries-Requests for service

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC and follow established procedures.
3. Services requested will be used primarily for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

##### B. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially eligible telecommunications services contained in this tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In the required competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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## **Section 8 – Special Services and Programs (cont'd)**

### **8.8. Health Care Providers Support Program**

#### **8.8.1. General**

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

#### **8.8.2. Regulations**

- A.. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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## **Section 8 – Special Services and Programs (cont'd)**

### 8.8. Health Care Providers Support Program (cont'd)

#### 8.8.2. Regulations (cont'd)

##### **D. Responsibility of eligible health care providers.**

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

##### **E. Responsibility of the Company**

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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## **Section 9 – Special Arrangements**

### 9.1. Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

### 9.2. Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. Any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

The Company will submit its promotions by letter in an addendum to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

### 9.3. Trials

Services may be offered periodically on a trial basis by the Company for technical and/or marketing purposes. These trials shall be for the purpose of evaluating, in an operating environment, the performance and pricing of the specific service in conjunction with other marketing and environmental factors that can influence customer demand.

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## **Section 10 - Local Interconnection Service**

(N)

### 10.1 General

- A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring Costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section preceding, of this Tariff.

### 10.2 Definitions

For purposes of this Section, the following defined terms shall have the meaning indicated:

- A. "Company" means Charter Fiberlink NY-CCO, LLC
- B. "Customer" means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

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## **Section 10 – Local Interconnection Service (cont'd)**

**(N)**

### 10.3 Description of Service

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- C. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer's Subscribers. Where available in a service territory and per customer request, LIS will also include support for the provision of 911 capability, Telecommunications Relay Services (711), and Directory Listings. Toll services, Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

### 10.4 Use of Service

- A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section 3 and this LIS Tariff.
  - 1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

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**Section 10 – Local Interconnection Service (cont'd)**

(N)

**10.4 Use of Service**

**A. (Cont'd)**

**1. (Cont'd)**

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

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**Section 10 – Local Interconnection Service (cont'd)**

(N)

**10.4 Use of Service**

**A. (Cont'd)**

**1. (Cont'd)**

- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.
  - e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

**10.5 Term and Termination**

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

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**Section 10 - Local Interconnection Service (Cont'd)**

(N)

**10.5 Term and Termination (Cont'd)**

**C. Discontinuance of Service for Cause**

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
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.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. 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.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of service to the Customer under this Section, 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.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

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**Charter Fiberlink NY-CCO, LLC**  
Within the State of New York

**New York PSC No. 3 - Telephone**  
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**Section 10 - Local Interconnection Service (Cont'd)**

(N)

**10.6 Subscriber Orders and Usage Forecasts**

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

**10.7 Local Number Portability**

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
  - 1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
  - 2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in this LIS Tariff.
  - 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

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**Section 10 - Local Interconnection Service (Cont'd)**

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**10.8 Emergency 911 Service**

- A. Subject to technical limitations which may vary from market location to market location and customer request, the Company will offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in 8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 10.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

**10.9 Limitation of Liability**

- A. Please refer to Section 2.1.3 of this Tariff.

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## **Section 10 - Local Interconnection Service (Cont'd)**

(N)

### **10.10 Rates and Charges**

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month's notice and approval by the Commission.
- C. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) or federal excise, bypass, franchise or other taxes, fees, duties, including but not limited to; any Federal Universal Service Fund Recovery charge, E9-1-1 surcharges, Municipal surcharge, New York gross revenue tax surcharge, New York MTA tax surcharge or Local Number Portability surcharge, imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

#### **D. Rates:**

#### **NONRECURRING CHARGE**

1. Local Interconnection Service Non-Recurring Charge - Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis<sup>1</sup>.
2. Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).
3. Repair/Maintenance
 

To repair customer caused incidents:	
Regular Time: Mon.-Sat. 8a.m.-8p.m.	\$115.00 per visit
Overtime: Mon.-Sun. 8am.-8p.m.	\$175.00 per visit
Premium: Sundays and Holidays	\$230.00 per visit

<sup>1</sup> Facilities used in the provision of Local Interconnection Service may be constructed to meet specifications negotiated by the Company and the Customer with treatment on an Individual Case Basis.

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**Section 10 - Local Interconnection Service (Cont'd)**

10.10 Rates and Charges

D. Rates (Cont'd)

**MONTHLY RATE<sup>1</sup>**

4. Local Interconnection Port - Per T-1

\$1,000.00  
Based on a 36-month  
Term Contract

5. Per Customer Subscriber

ICB (C)

6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.

7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

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<sup>1</sup> The monthly rate for LIS is a function of a combination of market-specific Cost considerations as well as Customer-determined factors including service capacity, length of Contract term, optional features, and maintenance and security considerations.

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