

VODAFONE US INC.
P.S.C. NO. 1 TELEPHONE
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**This tariff, P.S.C. NO. 1 TELEPHONE, submitted on behalf of Vodafone US Inc.,
supercedes in its entirety P.S.C. NO. 1 TELEPHONE, submitted on behalf of
Vodafone Global Enterprise Inc.**

VODAFONE US INC.

REGULATIONS and SCHEDULE of INTRASTATE CHARGES
APPLYING to COMMUNICATIONS SERVICES WITHIN
THE STATE of NEW YORK

Applicable in New York State

Issued By: Megan Doberneck, General Counsel, 560 Lexington Avenue, 9th Floor, New York, NY 10022

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EXPLANATION of NOTES

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

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1 Application of Tariff

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to the furnishing of resold intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York. Services are provided by Vodafone US Inc., as follows:

1.1.1 Service Territory

The Company is authorized to provide resold local exchange and interexchange services statewide. Local calling areas where Company local exchange services are currently available are identified in Section 10(B).

1.1.2 Availability

Service is available where facilities permit.

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2 Explanation of Terms

Agency: For 911 or E911 service, the government agency (or agencies) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR"): Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

ASCII: American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

Asynchronous: Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

Authorized User: A person, corporation or other entity authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Attendant: An operator of a PBX console or telephone switchboard.

Automatic Location Identification ("ALI"): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI"): A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Building: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Call Initiation: The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

Call Termination: The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

Central Office: An operating office of the Company or its underlying carriers where connections are made between telephone exchange lines.

Central Office Line: A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

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2 Explanation of Terms (cont'd)

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Channel Conversion: The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit ("CSU"): The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Communications Systems: Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company: Vodafone US Inc., unless otherwise clearly indicated from the context.

Commission: The New York State Public Service Commission.

Customer: The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises Equipment (CPE): Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Default Routing ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point: The physical dividing point between the Company's network and the Customer.

Dial Pulse ("DP"): The pulse type employed by a rotary dial station set.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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2 Explanation of Terms (cont'd)

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets. (Touch tone)

Emergency Service Number ("ESN"): A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 Service Area: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 Customer: A governmental agency that is the Customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

Exchange: An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line: A central office line furnished for direct or indirect access to the exchange system.

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account: A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service: The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

Handicapped Person: A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

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2 Explanation of Terms (cont'd)

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "Guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-111, American Medical Association, 1971.

Incoming Service Group: Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

Interface: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage: The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Joint User: A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

LATA: Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. for call to numbers outside this area ("interLATA") service is provided by long distance companies.

Link: The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Leased Channel: A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Local Call: A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area: The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service: Telephone exchange service within a local calling area.

Loop Start: Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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2 Explanation of Terms (cont'd)

Loops: Segments of a line which extend from the serving central office to the originating and to the terminating point.

Message Rate Service: A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Multiline Hunt: A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling: The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit: The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

Node: The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX: A private branch exchange.

Port: A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange Service: Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Public Access Line Service: Service providing facilities for a Customer owned coin operated telephone ("COCOT").

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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2 Explanation of Terms (cont'd)

Rate Center: A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Period: The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Resale Of Service: The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.

Selective Routing ("SR"): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office: The central office from which local service is furnished.

Sharing: An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station: Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension: Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Synchronous: Transmission in which there is a constant time interval between bits, characters or events.

T-1 System: A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

Telephone Grade Lines: Lines furnished for voice transmission or for certain signaling purposes.

Termination Of Service: Discontinuance of both incoming and outgoing service.

Tie Line: A dedicated line connecting two switchboards or dial systems.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Tone Dial Signaling ("TD"): An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

Two-Way: A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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3 General Rules and Regulations

3.1 Use of Facilities and Service

3.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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3 General Rules and Regulations (cont'd)

3.1 Use of Facilities and Service (cont'd)

3.1.2 Limitations on Liability

a. Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems 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 or the Customer. In the event any such infringing use is enjoined, the Customer, Authorized User or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

3.1.3 Use of Service

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

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3 General Rules and Regulations (cont'd)

3.1 Use of Facilities and Service (cont'd)

3.1.4 Use and Ownership of Equipment

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

3.1.5 Directory Errors

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

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given 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, auxiliary or party line, PBX trunk or Centrex attendant loop 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. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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3 General Rules and Regulations (cont'd)

3.1 Use of Facilities and Service (cont'd)

3.1.5 Directory Errors (cont'd)

- 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.

3.2 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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3 General Rules and Regulations (cont'd)

3.3 Flexible Pricing

3.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to Customers and the Public Service Commission.

3.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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3 General Rules and Regulations (cont'd)

3.4 Payment for Service Rendered

3.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

3.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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3 General Rules and Regulations (cont'd)

3.4 Payment for Service Rendered (cont'd)

3.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

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3 General Rules and Regulations (cont'd)

3.4 Payment for Service Rendered (cont'd)

3.4.4 Returned Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

3.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. 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.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

3.4.6 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

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3 General Rules and Regulations (cont'd)

3.5 Installation Service

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit. In the case of any inconsistency with the regulations in Part 609 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

3.6 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

3.7 Telephone Surcharges

3.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined in 3.7.2 and 3.7.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1 which is at the end of this Tariff.

3.7.2 Surcharge for State Gross Income and Gross Earnings Taxes

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, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement 1 which is at the end of this Tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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3 General Rules and Regulations (cont'd)

3.7 Telephone Surcharges (cont'd)

3.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

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, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement 1 which is at the end of this Tariff.

The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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3 General Rules and Regulations (cont'd)

3.8 Suspension or Termination of Service

3.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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3 General Rules and Regulations (cont'd)

3.8 Suspension or Termination of Service (cont'd)

3.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. 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 complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.
- e. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

3.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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3 General Rules and Regulations (cont'd)

3.8 Suspension or Termination of Service (cont'd)

3.8.4 Termination for Cause Other Than Nonpayment

a. General

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

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

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3 General Rules and Regulations (cont'd)

3.8 Suspension or Termination of Service (cont'd)

3.8.4 Termination for Cause Other Than Nonpayment (cont'd)

- b. Prohibited, Unlawful or Improper Use of the Facilities or Service
Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
 - 1. The use of facilities or service of the Company without payment of tariff charges;
 - 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
 - 3. The use of profane or obscene language;
 - 4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
 - 5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
 - 6. Permitting fraudulent use.

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3 General Rules and Regulations (cont'd)

3.8 Suspension or Termination of Service (cont'd)

3.8.4 Termination for Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

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

d. Change in the Company's Ability to Secure Access

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

3.8.5 Emergency Termination of Service

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

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3 General Rules and Regulations (cont'd)

3.9 Additional Provisions Applicable to Business Customers

3.9.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Attachment 1 apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the Customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

3.9.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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3 General Rules and Regulations (cont'd)

3.9 Additional Provisions Applicable to Business Customers (cont'd)

3.9.3 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

3.9.4 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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3 General Rules and Regulations (cont'd)

3.10 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

3.10.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 1. If interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 2. If interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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3 General Rules and Regulations (cont'd)

3.10 Allowances for Interruptions in Service (cont'd)

3.10.1 Credit for Interruptions (cont'd)

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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3 General Rules and Regulations (cont'd)

3.10 Allowances for Interruptions in Service (cont'd)

3.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, Authorized User, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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3 General Rules and Regulations (cont'd)

3.11 Automatic Number Identification

3.11.1 Regulations

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

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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3 General Rules and Regulations (cont'd)

3.11 Automatic Number Identification (cont'd)

3.11.1 Regulations (cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

3.11.2 Terms and Conditions

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

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3 General Rules and Regulations (cont'd)

3.12 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority

3.12.1 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.
 1. 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 occurs.
 2. 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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3 General Rules and Regulations (cont'd)

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

3.12.2 TSP Request Process – Restoration

- a. To request a TSP restoration priority assignment, a prospective TSP user must:
 1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - a) National Security Leadership
 - b) National Security Posture and U.S. Population Attack Warning
 - c) Public Health, Safety, and Maintenance of Law and Order
 - d) Public Welfare and Maintenance of National Economic Posture
 2. 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.
 3. 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.
 4. Submit the SF 315 to the OPT.
 5. 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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3 General Rules and Regulations (cont'd)

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

3.12.2 TSP Request Process – Restoration (cont'd)

- b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.13.2.a. above for restoration priority assignment except for the following differences. The user should:
 - 1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 213.2.a.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
 - 2. Verify that the Company cannot meet the service due date without a TSP assignment.
 - 3. 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.

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3 General Rules and Regulations (cont'd)

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

3.12.3 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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3 General Rules and Regulations (cont'd)

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

3.12.4 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.

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3 General Rules and Regulations (cont'd)

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

3.12.5 Preemption

When spare facilities are not available, it may be 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.

3.13 Reserved for Future Use

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4 Connection Charges

4.1 Connection Charge

4.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

4.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the Customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 6.4.

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4 Connection Charges (cont'd)

4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section I of this Tariff.

	<u>Business</u>
Minimum:	\$ 5.00
Maximum:	\$ 40.00

4.3 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move:	The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
Add:	The addition of a vertical service to existing equipment and/or service at one location.
Change:	Change - including rearrangement or reclassification - of existing service at the same location.

Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$40.00	\$40.00	\$40.00

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4 Connection Charges (cont'd)

4.4 Charges Associated with Premises Visit

Trouble Isolation Charge

When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>Minimum</u>	<u>Maximum</u>
Per Premises Visit, Business:	\$10.00	\$50.00

4.5 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service.

Minimum:	\$ 0.00
Maximum:	\$ 5.00

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5 IntraLATA Toll Usage and Mileage Charges

5.1 General

5.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

5.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- b. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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5 IntraLATA Toll Usage and Mileage Charges (cont'd)

5.2 Timing of Calls

- 5.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 5.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 5.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 5.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 5.2.5 Calls originating in one time period as defined in Section 5.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

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5 IntraLATA Toll Usage and Mileage Charges (cont'd)

5.3 Time Periods Defined

Unless otherwise indicated in this Tariff, the following time periods apply.

5.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

5.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday

All day Saturday and Sunday
All Holidays

5.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Memorial Day, Independence Day, and Labor Day.

5.3.4 All times refer to local time.

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5 IntraLATA Toll Usage and Mileage Charges (cont'd)

5.4 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

5.4.1 Originating Rate Center

A Customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that Customer's account shall be the location of the Customer's rate center.

5.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

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5 IntraLATA Toll Usage and Mileage Charges (cont'd)

5.4 Regulations and Computation of Mileage (cont'd)

The distance between any two rate centers is determined as follows:

5.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. to determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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5 IntraLATA Toll Usage and Mileage Charges (cont'd)

5.5 Call Charges

Rates are based on the duration of the call as measured according to Section 5.2 above, time of day rate period of the call as described in Section 5.3 and the airline mileage between points of the call as described in Section 5.4. in addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

5.5.1 Usage Charges

Minimum:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to Customers and the Public Service Commission.

Maximum:

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 – 8	\$0.10	\$0.06	\$0.10	\$0.06
9 - 13	0.20	0.10	0.20	0.10
over 13	0.25	0.15	0.25	0.15

5.5.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.01	\$0.60
Person to Person	\$0.01	\$3.75
3rd Number Billed	\$0.01	\$1.60
All other Operator Assistance	\$0.01	\$1.25

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6 Supplemental Services

6.1 Custom Calling Service

6.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.2 Description of Features

a. Three Way Calling/Call Hold

The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

b. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a Customer pre-designated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a Customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

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6 Supplemental Services (cont'd)

6.1 Custom Calling Service (cont'd)

6.1.2 Description of Features (cont'd)

c. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

d. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

e. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

f. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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6 Supplemental Services (cont'd)

6.1 Custom Calling Service (cont'd)

6.1.3 Rates and Charges

- a. Monthly Rates
Maximum and minimum rates for this service are located in Section 7, Business Network Switched Service.
- b. Connection Charges
Connection charges may apply when a Customer requests connection to one or more custom calling features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.
Minimum: \$00.00
Maximum: \$20.00
- c. Trial Period
The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective Customers within 90 days of the establishment of the new feature. See Section 6.4, Service and Promotional Trials, below.

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6 Supplemental Services (cont'd)

6.2 CLASS Services

6.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

6.2.2 Description of Features

a. Call ID

The Call ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

b. Automatic Redial

The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

The Automatic Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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6 Supplemental Services (cont'd)

6.2 CLASS Services (cont'd)

6.2.2 Description of Features (cont'd)

c. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

d. Customer Originated Trace

Customer Originated Trace allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls.

6.2.3 Rates and Charges

a. Monthly Rates

Maximum and minimum rates for this service are located in Section 7, Business Network Switched Service.

b. Connection Charges

Connection charges may apply when a Customer requests connection to one or more features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

Minimum:	\$00.00
Maximum:	\$20.00

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective Customers within 90 days of the establishment of the new feature. See Section 5.4, Service and Promotional Trials, below.

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6 Supplemental Services (cont'd)

6.3 Centrex Service Features

6.3.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.3.2 Description of Features

a. Camp On

This feature allows the switch to observe that a wanted line is busy, wait until it is free, then automatically and immediately connect the calling line that has been waiting.

b. Call Pickup

This feature allows a user to answer any call within an associated preset pickup group. If more than one line in the pickup group has an unanswered incoming call, the call to be answered is selected by the switching system. Call Pickup answers a call that has been directed to another station within the same preset Call Pickup group.

c. Call Transfer - All Calls

Call Transfer allows a station user to transfer an established call to another station. The station from which the call is transferred will be assessed any long distance charges incurred as a result of the transfer.

d. Directed Call Pickup with Barge-In

This feature answers calls directed to a specific line from any other telephone line in the user group.

e. Directed Call Pickup without Barge-In

This feature is identical to the Directed Call Pickup with Barge-In except, if the line being picked up has already been answered, the party dialing the pickup code is routed to reorder (i.e., fast busy) rather than permitted to barge in on the established connection and create a three-way call.

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6 Supplemental Services (cont'd)

6.3 CENTREX Service Features (cont'd)

6.3.2 Description of Features (cont'd)

f. Circular Hunting

This feature (similar to regular hunting) is a line hunting arrangement that allows all lines in a multi-line hunt group (MLHG) to be tested for busy, regardless of the point of entry into the group. When a call is to a line in a MLHG, a regular hunt is performed starting at the station associated with the dialed number. It continues to the last station in the MLHG, then proceeds to the first station in the group and continues to hunt sequentially through the remaining lines in the group. Busy tone is returned if the original called station is reached without finding a station that is idle.

g. Series Completion

This feature is a form of hunting similar to the multiline hunt group hunting and the Call Forwarding Busy Line feature. It allows calls to be made to a busy directory number to be routed to another specified directory number. The series completion hunt begins with the originally dialed member of the series completion group, and searches for an idle directory number from the list of directory numbers.

h. Account Codes

This feature adds an account number (code) to an Automatic Message Accounting (AMA) and/or Message Detail Recording (MDR) record for assigning Customer charges. The number of digits in a Customer's account code group will be defined by the Company.

i. Terminal Group and Station Restriction

This feature defines a station's network access capability either individually within a Centrex group or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e., intragroup only, toll restriction, etc.

j. Uniform Call Distribution

This feature is a hunting arrangement that assigns incoming calls uniformly among the stations in the group.

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6 Supplemental Services (cont'd)

6.3 CENTREX Service Features (cont'd)

6.3.3 Rates and Charges

a. Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

b. Connection Charges

Connection charges may apply when a Customer requests connection to one or more features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

Minimum:	\$00.00
Maximum:	\$20.00

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new Centrex feature(s) to prospective Customers within 90 days of the establishment of the new feature. See Section 5.4, Service and Promotional Trials, below.

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6 Supplemental Services (cont'd)

6.4 Service and Promotional Trials

6.4.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

6.4.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible Customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- c. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.

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6 Supplemental Services (cont'd)

6.5 Busy Verification and Interrupt Service

6.5.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

6.5.2 Rate Application

- a. A Verification Charge will apply when:
 1. The operator verifies that the line is busy with a call in progress, or
 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

6.5.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Verification Charge, each request	\$ 0.01	\$5.00
Interrupt Charge, each request	\$ 0.01	\$5.00

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6 Supplemental Services (cont'd)

6.6 Trap Circuit Service

6.6.1 General

Trap Circuit Service is designed to allow the Customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

6.6.2 Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The Customer shall be required to sign a written request for this service. By signing the request the Customer shall release the Company from any liability, and the Customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

6.6.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Per request	\$ 0.01	\$ 5.00

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6 Supplemental Services (cont'd)

6.7 Directory Assistance Service

6.7.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

6.7.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Tariff, up to a maximum of 50 requests per month.

6.7.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

	<u>Minimum</u>	<u>Maximum</u>
Per request	\$ 0.01	\$ 5.00

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6 Supplemental Services (cont'd)

6.8 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. in addition to usage charges, an operator assistance charge applies to each call:

	<u>Minimum</u>	<u>Maximum</u>
Local Operator Assistance, per call:	\$0.00	\$0.75

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6 Supplemental Services (cont'd)

6.9 Stand Alone Voice Mail Service

6.9.1 Description

Stand Alone Voice Mail Service is offered to a Customer when a physical Service Line is not necessary. The Customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service Customer. Voice mail that is offered in conjunction with line-based service is offered pursuant to the terms specified in the applicable section of this tariff pertaining to the associated line-based service.

6.9.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply per main billing account as described in Section 3 of this tariff. Service is offered on a month to month basis or the Customer may choose to commit to a minimum service term of twelve months. A twelve month service term is billed in advance. Service will automatically renew at the end of each twelve month term. Renewal charges will be billed in the eleventh month of the term. Twelve month service will be automatically converted to month to month service if the recurring charge is not paid by the end of the first full month of the new service term. Service may be canceled at any time prior to the first month of the new service term.

Per Individual Mail Address (up to 100 Mail Addresses):

	Business	
	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Charge	\$1.00	\$10.00
Recurring Charges:		
Month to Month	\$5.00	\$25.00
Twelve Months	\$25.00	\$250.00

Over 100 Mail Addresses: Individual Case Basis

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6 Supplemental Services (cont'd)

6.10 Blocking Service

6.10.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business Customers:

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed. (C)
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base. (C)
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company

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6 Supplemental Services (cont'd)

6.10 Blocking Service

6.10.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

6.10.3 Rates and Charges

a. Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge

	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking Business (up to 200 lines)	\$0.00	\$10.00
976 Blocking Business (up to 200 lines)	\$0.00	\$10.00

(C)

The nonrecurring charge for initial request of one and two-line business Customers is waived for 90 days from the Customer's service establishment date.

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6 Supplemental Services (cont'd)

6.10 Blocking Service (cont'd)

6.10.3 Rates and Charges (cont'd)

a. Recurring and Nonrecurring Charges (cont'd)

Monthly Charges

	<u>Minimum</u>	<u>Maximum</u>
Third Number Billed and Collect Call Restriction Business (up to 200 lines)	\$0.00	\$5.00
Toll Restriction Business (up to 200 lines)	\$0.01	\$5.00
Toll Restriction Plus Business (up to 200 lines)	\$0.01	\$5.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
Initial Activation	\$0.01	\$50.00
Subsequent Activation (per line)	\$0.01	\$10.00

b. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

c. Connection charges apply as specified in Section 3 of this tariff.

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6 Supplemental Services (cont'd)

6.11 Customized Number Service

6.11.1 General

- a. Customized Number Service allows a Customer to order a specified telephone number rather than the next available number.
- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the Customer.
- d. When a new Customer assumes an existing service which includes Customized Number Service, the new Customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former Customer.
- e. The Company reserves and retains the right:
 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any Customer to another, except as otherwise provided in this Tariff;
 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 4. The limitation of liability provisions of this tariff in Section 3.1.2 are applicable to Customized Number Service.

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6 Supplemental Services (cont'd)

6.11 Customized Number Service (cont'd)

6.11.2 Conditions

- a. Charges for Customized Number Service apply when a Customer:
 1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 2. Requests a number change from the Customer's present number to a Customized Number.
- b. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another Customer whether prior to or after the establishment of service. in no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

6.11.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Set-up Charges		
Business Customer	\$0.00	\$100.00

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6 Supplemental Services (cont'd)

6.12 Customer Requested Service Suspensions

6.12.1 At the request of the Customer the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the Customer's request the Company will provide the Customer with an intercept recording referring callers to another number.

6.12.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

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7 Business Network Switched Services

7.1 General

- 7.1.1 Business Network Switched Service provide a business Customer with a connection to the Company's switching network which enables the Customer to:
- a. receive calls from other stations on the public switched telephone network;
 - b. access the Company's local calling service;
 - c. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
 - d. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- 7.1.2 Business Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 7.1.3 Connection charges as described in Section 4 apply to all service on a one-time basis unless waived pursuant to this Tariff.

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

- Basic Business Line Service
- Business Key System Line Service
- Shared Tenant Service
- PBX Trunks
- Centrex Service

Basic Business Line Service, Key System Line Service, Shared Tenant Service and Analog PBX trunks are offered with flat rate or message rate local service, at the option of the Customer. Digital PBX Trunks are offered on a flat rate basis only.

All Business Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

7.2.1 Basic Business Line Service

a. General

Basic Business Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.1 Basic Business Line Service (cont'd)

- a. Flat Rate Basic Business Line Service
1. Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
Each Service Line	\$1.00	\$50.00
Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
Each feature	\$0.25	\$10.00
Package of 3 features	\$0.50	\$15.00
Package of 6 features	\$0.75	\$21.00
Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)		
Each feature	\$1.00	\$10.00
Package of 3 features	\$1.00	\$15.00
Package of 6 features	\$1.00	\$21.00
Package of 9 features	\$1.00	\$24.00

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.1 Basic Business Line Service (cont'd)

b. Message Rate Basic Business Line Service

1. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
Each Base Service Line	\$1.00	\$25.00
Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
Each feature	\$0.25	\$10.00
Package of 3 features	\$0.50	\$15.00
Package of 6 features	\$0.75	\$21.00
Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)		
Each feature	\$1.00	\$10.00
Package of 3 features	\$1.00	\$15.00
Package of 6 features	\$1.00	\$21.00
Package of 9 features	\$1.00	\$24.00
Message Usage Charges		
Per Message	\$.01	\$.15

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.2 Business Key System Line Service

a. Description

Business Key System Line Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of Customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

Each Business Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.2 Business Key System Line Service (cont'd)

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the total number of calls during the billing period.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$10.00
Monthly Recurring Charges:		
Flat Rate Business Key	\$1.00	\$50.00
Message Rate Business Key	\$1.00	\$25.00
Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
Each feature	\$0.25	\$10.00
Package of 3 features	\$0.50	\$15.00
Package of 6 features	\$0.75	\$21.00
Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)		
Each feature	\$1.00	\$10.00
Package of 3 features	\$1.00	\$15.00
Package of 6 features	\$1.00	\$21.00
Package of 9 features	\$1.00	\$24.00
Message Usage Charges		
Per Message	\$.01	\$.15

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.3 PBX Trunk Service

a. General

Analog and/or digital PBX trunks are provided for connection of Customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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7 Business Network Switched Services (cont'd)**7.2 Service Descriptions and Rates (cont'd)****7.2.3 PBX Trunk Service (cont'd)****b. Flat Rate Analog PBX Trunks****1. General**

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charges:	\$10.00	\$75.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.3 PBX Trunk Service (cont'd)

c. Message Rate Analog PBX Trunks

1. Description

Message Rate Analog PBX Trunks provide the Customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
Each Trunk	\$5.00	\$25.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

3. Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
Per Message Charge	\$0.01	\$0.15

4. Analog DID Trunks

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge	\$10.00	\$60.00
Monthly Recurring Charges (per trunk)	\$5.00	\$35.00
DID Station Numbers		
Each Group of 20	\$1.00	\$6.00
Each Group of 100	\$12.00	\$26.00

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.3 PBX Trunk Service (cont'd)

d. Digital PBX Trunk Service

1. Description

Digital PBX Trunk Service provide a Customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of Customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the Customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service. Local calling areas are as specified in Section 10.

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.3 PBX Trunk Service (cont'd)

d. Digital PBX Trunk Service (cont'd)

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$250.00	\$1000.00
Monthly Recurring Charges:		
Flat Rate:		
Facility	\$100.00	\$500.00
Per Active Channel (DID)	\$10.00	\$25.00
Per Active Channel (DOD)	\$10.00	\$75.00
Message Rate:		
Facility	\$100.00	\$500.00
Per Active Channel (DID)	\$10.00	\$25.00
Per Active Channel (DOD)	\$10.00	\$75.00
Message Usage Charges		
Per Message Charge	\$0.01	\$0.15

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.4 Centrex Service

a. Description

Centrex Service is a multi-station system offered to the business Customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the Customer's premises. Centrex Service enables the Customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service. Local calling areas are as specified in Section 10.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.4 Centrex Service (cont'd)

b. Features

The Centrex Customer chooses one of three feature packages: Basic, Enhanced and Premium. Basic Centrex includes all Centrex features except attendant features and Customer Management System. Enhanced Centrex includes attendant features. Premium Centrex offers all features, attendant features and Customer Management system.

The following Centrex features are available to the Customer of Centrex Service at no additional charge:

	Basic	Enhanced	Premium
Add-On Hold	X	X	X
Attendant Camp On		X	X
Attendant Conference		X	X
Attendant Direct Station Selection		X	X
Automatic Call Distribution			X
Automatic Route Selection (ARS)	X	X	X
Call Forward - Busy	X	X	X
Call Forward - No Answer	X	X	X
Call Pickup	X	X	X
Call Transfer Internal	X	X	X
Call Transfer Outside	X	X	X
Call Waiting	X	X	X
Call Waiting - Attendant Lamp		X	X
Code Calling	X	X	X
6-Way Conference			X
Directed Call Pickup	X	X	X
Group Numbering	X	X	X
Intercom Dialing	X	X	X
Loudspeaker Paging	X	X	X
Manual Control of ARS		X	X
Make Busy	X	X	X
Multiline Hunt	X	X	X
Night Service	X	X	X
Outward Call for PBX	X	X	X
Power Fail Transfer	X	X	X
Queuing	X	X	X
Single Digit Dialing	X	X	X
Tandem Dialing	X	X	X
Toll Diversion – Attendant		X	X
Uniform Call Distribution	X	X	X
Customer Management System			X
Speed Calling	X	X	X
Three Way Calling	X	X	X

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.4 Centrex Service (cont'd)

c. Recurring and Nonrecurring Charges

Unless otherwise specified, all charges apply on a per access line basis. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this tariff.

1. Basic Centrex (Flat Rated)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$10.00	\$200.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00
DS1 Port Charges for DS1 Interconnection (per 24 Centrex Changes):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

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7 Business Network Switched Services (cont'd)

7.2 Service Descriptions and Rates (cont'd)

7.2.4 Centrex Service (cont'd)

c. Recurring and Nonrecurring Charges (cont'd)

2. Enhanced Centrex (Flat Rate)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$10.00	\$200.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00

DS1 Port Charges for DS1 Interconnection (per 24 Centrex Channels):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

3. Premium Centrex (Flat Rate)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$25.00	\$500.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00

DS1 Port Charges for DS1 Interconnection (per 24 Centrex Channels):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

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7 Business Network Switched Services (cont'd)**7.2 Service Descriptions and Rates (cont'd)****7.2.4 Centrex Service (cont'd)****d. Direct Inward Dialing**

	<u>Minimum</u>	<u>Maximum</u>
Each Group of 20 Numbers	\$1.00	\$10.00
Each Group of 100 Numbers	\$10.00	\$30.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$40.00

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8 Special Services and Programs

8.1 Special Equipment for The Hearing or Speech Impaired Customer

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 8.1.4 The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 8.1.5 The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

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8 Special Services and Programs (cont'd)

8.2 Discounted Service for The Hearing or Speech Impaired Customer

8.2.1 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 local message rate service.

8.2.2 Certification

Acceptable certifications are:

- a. 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
- b. 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.

8.2.3 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. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

8.2.4 Billing

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

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8 Special Services and Programs (cont'd)

8.3 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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 tariff.
- 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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8 Special Services and Programs (cont'd)

8.4 New York Relay Service (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.

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9 Special Arrangements

9.1 Special Construction

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 1. equipment and materials provided or used;
 2. engineering, labor, and supervision;
 3. transportation; and
 4. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

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9 Special Arrangements (cont'd)

9.1 Special Construction (cont'd)

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
 2. License preparation, processing, and related fees;
 3. Tariff preparation, processing and related fees;
 4. Cost of removal and restoration, where appropriate; and
 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.2 preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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9 Special Arrangements (cont'd)

9.2 Non-Routine Installation and/or Maintenance

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

9.3 Individual Case Basis (ICB) Arrangements

9.3.1 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.

9.3.2 A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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10 Local Calling Areas

A. The following services are offered at rates specified in the attached Rate Schedule.

Business Measured Rate
Business Flat Rate

B. Local Calling Area

The Company's initial local calling areas will mirror those of Verizon New York Inc.

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11 Billing and Collection Services

11.1 Billing Name and Address Service

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

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

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

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

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

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11 Billing and Collection Services (cont'd)

11.1 Billing Name and Address Service (cont'd)

11.1.1 Undertaking of the Telephone Company

A request for information on over 100 and up to 500 telephone numbers should be mailed to the Telephone Company. The Telephone Company will provide the response by first class U.S. Mail within ten (10) business days.

Upon receipt of a magnetic tape of recorded Customer messages, the Telephone Company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service, may be the output from that service. The Telephone Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Telephone Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Telephone Company will process and mail tapes which are the output of Recording Service every fifth business day.

The Telephone Company will specify the format in which requests and tapes are to be submitted.

The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Telephone Company records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Telephone Company will provide an indicator on the confidential records.

The Telephone Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

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11 Billing and Collection Services (cont'd)**11.1 Billing Name and Address Service (cont'd)****11.1.2 Obligations of the Customer**

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

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11 Billing and Collection Services (cont'd)**11.1 Billing Name and Address Service (cont'd)****11.1.2 Obligations of the Customer (cont'd)**

- e. When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Telephone Company. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage.

This whole number percentage will be used by the Telephone Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Telephone Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

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

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

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11 Billing and Collection Services (cont'd)

11.1 Billing Name and Address Service (cont'd)

11.1.3 Rate Regulations

- a. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a Master BNA List for a Customer.
- b. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

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

- c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate section, following, apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Telephone Company between interstate and intrastate.

The percentages provided in the reports as set forth in 11.1.2(e) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: for usage sensitive (i.e. requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- d. When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

- e. Rates:

	<u>Minimum</u>	<u>Maximum</u>
Service Establishment Charge (per account established)	\$ 250.00	\$ 500.00
Query Charge per Telephone Number		
Manual, per BNA record requested	\$ 1.00	\$ 2.00
Mechanized, per BNA record requested	\$ 0.25	\$ 0.75