

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 1  
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## **TITLE SHEET**

### **LIGHTSPEED TELECOMMUNICATIONS LLC**

This tariff applies to the intrastate telecommunications services furnished by Lightspeed Telecommunications LLC. This tariff is on file with the New York State Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business at 352 Seventh Avenue, New York, New York 10001.

This tariff, PSC No. 1 – Telephone, issued by Lightspeed Telecommunications LLC, supersedes in its entirety PSC No. 1 - Intrastate Resale Telecommunications Services, issued by Econotek, LLC

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 2  
Revision 0  
Superseding Revision:

---

### Tariff Format

- A. **Leaf Numbering** – Leaf numbers appear in the upper right corner of the page. Leafs are numbered sequentially. However, new Leafs are occasionally added to the tariff. When a new Leaf is added between Leafs already in effect, a decimal is added. For example, a new leaf added between leafs 13 and 14 would be 13.1.
- B. **Leaf Revision Numbers** – Leaf Revision Numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. Consult the check sheet for the Leaf currently in effect.
- C. **Paragraph Numbering Sequence** – There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.a
  - 2.1.1.a.1
  - 2.1.1.a.1.(a)

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 3  
Revision 0  
Superseding Revision:

---

## **EXPLANATION OF SYMBOLS**

C – to signify a changed regulation.

D – to signify a discounted rate or regulation.

I – to signify a rate increase.

M – to signify matter relocated without change.

N – to signify a new rate or regulation.

R – to signify a rate reduction.

S – to signify reissued matter.

T – to signify a change in text but no change in rate or regulation.

X – to signify a waiver of New York P.S.C. Rules

Y – to signify reference to other published tariffs.

Z – to signify a correction.

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 4  
Revision: 0  
Superseding Revision:

---

TABLE OF CONTENTS

	Leaf
CONTENTS.....	4
SECTION 1 – APPLICATION OF TARIFF.....	5
SECTION 2 – GENERAL RULES AND REGULATIONS.....	6
SECTION 3 – CONNECTION CHARGES .....	24
SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES.....	28
SECTION 5 – SUPPLEMENTAL SERVICES.....	32
SECTION 6 – BUSINESS NETWORK SWITCHED SERVICES .....	46
SECTION 7 – SPECIAL ARRANGEMENTS.....	58
SECTION 8 – LOCAL CALLING AREAS.....	63
SECTION 9 – EXPLANATION OF TERMS .....	65
RATES.....	79

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 5  
Revision: 0  
Superseding Revision:

---

## Section 1 – APPLICATION OF TARIFF

### 1.1 Application of Tariff

This Tariff sets forth the regulation and rates applicable to services provided by Lightspeed Telecommunications LLC, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

#### 1.1.1 Service Territory

Lightspeed Telecommunications LLC, will provide service within the State of New York

#### 1.1.2 Availability

Service is available where facilities permit.

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 6  
Revision: 0  
Superseding Revision:

---

## CONTENTS

### Section 2 – GENERAL RULES AND REGULATIONS

	Leaf
2.1 Use of Facilities and Services .....	9
2.1.1 Obligation of Company .....	9
2.1.2 Limitations on Liability .....	9
2.1.3 Use of Service .....	11
2.1.4 Use and Ownership of Equipment .....	11
2.2 Minimum Period of Service.....	12
2.3 Flexible Pricing.....	12
2.3.1 General.....	12
2.3.2 Conditions .....	12
2.4 Payment for Services Rendered .....	13
2.4.1 Responsibility for All Charges.....	13
2.4.2 Deposits.....	14
2.4.3 Payment of Charges .....	14
2.4.4 Return Check Charge .....	14
2.4.5 Late Payment Charges .....	14

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 7  
Revision 0  
Superseding Revision:

---

CONTENTS (cont'd)

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

	Leaf
2.4.6 Customer Overpayments.....	14
2.5 Installation Service.....	15
2.6 Access to Customer's Premises.....	15
2.7 Telephone Surcharges.....	15
2.7.1 General.....	15
2.7.2 Surcharge for State Gross Income and Gross Earnings Taxes .....	16
2.7.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes .....	16
2.9 Suspension or Termination of Service.....	16
2.9.1 Suspension or Termination for Nonpayment.....	16
2.9.2 Exceptions to Suspension and Termination.....	17
2.9.3 Verification of Nonpayment .....	17
2.9.4 Termination for Cause Other Than Nonpayment .....	18
2.9.5 Emergency Termination of Service .....	20

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 8  
Revision: 0  
Superseding Revision:

CONTENTS (cont'd)

Section 2 – GENERAL RULES AND REGULATIONS (Cont'd)

	Leaf
2.10 Additional Provisions Applicable To Business Customers .....	24
2.10.1 Telephone Number Changes .....	24
2.10.2 Dishonored Checks.....	24
2.12 Allowances for Interruptions in Service .....	25
2.12.1 Credit for Interruptions.....	25
2.12.2 Limitations on Credit Allowances.....	26



Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 9  
Revision: 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

The Company is a resale common carrier, providing message telephone service to Customers for their direct transmission and reception of voice data, and other types of communications. The service is offered subject to the availability of facilities and the provisions of this tariff.

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.

#### 2.1.2 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 10  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, (1) acts of God, fires, floods or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including State and Local governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars, or other labor difficulties.

### 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.

The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer with the Company's services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer provided equipment, facilities or services.

### 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.

### d. Except as otherwise provided herein, the Company's liability shall not exceed an amount equal to a one minute call to the called station at the time the affected call was made. In no event will the Company be responsible for consequential damages or lost profits suffered by customer on account of interrupted or unsatisfactory service.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 11  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATION (cont'd)

### 2.1.3 Use Of Service

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.

Customer understands and accepts that services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal uses thereof. Such activity includes, but is not limited to, using service for any purpose in violation of any law or using service in a manner that unreasonably interferes with the use of service by one or more customers.

### 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 12  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is 30 days 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 30-day'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.

### 2.3 FLEXIBLE PRICING

#### 2.3.1 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.

#### 2.3.2 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 13  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

- 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.

### 2.4 PAYMENT FOR SERVICE RENDERED

#### 2.4.1 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.

#### 2.4.2 Deposits

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 or a maximum of \$250 per line. 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.

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: October 29, 2018

Leaf 14  
Revision: 1  
Superseding Revision: 0

---

## Section 2 – GENERAL RULES AND REGULATION (cont'd)

### 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.

## 2.4 PAYMENT FOR SERVICE RENDERED

### 2.4.3 Payment of Charges

All charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at the business office of the Company, 352 Seventh Avenue, New York, New York, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within thirty days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer.

### 2.4.4 Return Check Charge

When the bank returns a check that has been presented to the Company by a customer in payment for charges, the customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

(Z)

### 2.4.5 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. Customers will be assessed a late fee on past due amounts not to exceed the maximum lawful rate under applicable state law.

### 2.4.6 Customer Overpayments

Customers who overpay the amount specified on the bill will have that amount credited to their account.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 15  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

- 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.

### 2.5 INSTALLATION SERVICE

The Company provides a Within Hours Installation Plan, which offers customers appointments made within hours of the customer requesting 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.

### 2.6 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.

### 2.7 TELEPHONE SURCHARGES

#### 2.7.1 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 2.7.2 and 2.7.3 below.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 16  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.7.2 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.

### 2.7.3 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 and late payment charges.

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.

## 2.9 SUSPENSION OR TERMINATION OF SERVICE

### 2.9.1 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 10 days after written notification has been personally delivered or 13 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 5 days after written notification has been personally delivered or 8 days after written notification has been mailed to the customer and 20 days before the termination notice.



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 17  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

Telephone service shall only be suspended during the hours between 9:00 AM and 5:00 PM, Monday through 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.

### 2.9.2 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 633 of 16 NYCRR.

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.

### 2.9.3 Verification of Nonpayment

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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 18  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

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.

### 2.9.4 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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 19  
Revision 0  
Superseding Revision:

---

Section 2 – GENERAL RULES AND REGULATION (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. 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;
3. 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;
4. Permitting fraudulent use.

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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 20  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 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.

### 2.9.5 Emergency Termination of Service

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

## 2.10 ADDITIONAL PROVISIONS

### 2.10.1 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 30 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number as a premium service where facilities permit for an additional monthly charge.

### 2.10.2 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 21  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.12 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. The Customer must make reasonable attempts to ascertain that the failure is not caused by Customer provided equipment or Customer provided facilities, Customer act(s), or in wiring or equipment connected to the Customer's terminal. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

#### 2.12.1 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:

if interruption continues for less than 24 hours: 1/30th of the monthly rate.

if interruption continues for more than 24 hours: 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).

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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 22  
Revision 0  
Superseding Revision:

---

## Section 2 – GENERAL RULES AND REGULATIONS (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. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

## 2.12.2 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;

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 23  
Revision 0  
Superseding Revision:

---

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

- 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 24  
Revision 0  
Superseding Revision:

CONTENTS

Section 3 – CONNECTION CHARGES

	Leaf
3.1 Connection Charge .....	25
3.1.1 General .....	25
3.1.2 Exceptions to the Charge .....	25
3.2 Restoral Charge.....	25
3.3 Moves, Adds, and Changes.....	25
3.4 Charges Associated with Premises Visits — Trouble Isolation Charge.....	26



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 25  
Revision 0  
Superseding Revision:

---

### Section 3 – CONNECTION CHARGES

#### 3.1 CONNECTION CHARGE

##### 3.1.1 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.

3.1.2 Exceptions to the Charge: The Company may from time to time waive or reduce the charge as part of a promotion.

#### 3.2 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 1 of this Tariff.

Minimum(per line):               \$ 5.00

Maximum(per line):               \$ 100.00

#### 3.3 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 26  
Revision 0  
Superseding Revision:

### Section 3 – CONNECTION CHARGES (cont'd)

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.

Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum (per line):	\$ 5.00	\$ 5.00	\$ 5.00
Maximum (per line):	\$100.00	\$100.00	\$100.00

## 3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

### 3.4.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- ☐ 2 to 6 pair inside wire
- ☐ Faceplates
- ☐ RJ 11C, RJ14C, RJ 11 W and RJ14W type station jacks
- ☐ Staples, screws, nail, tape, connectors, etc.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 27  
Revision 0  
Superseding Revision:

---

Section 3 – CONNECTION CHARGES (cont'd)

3.4.2 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 attributed 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:	\$100.00	\$250.00

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 28  
Revision 0  
Superseding Revision:

CONTENTS

Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES

	Leaf
4.1 General.....	29
4.1.1 Description.. ..	29
4.2 Timing of Calls .....	30
4.3 Call Charges.....	31
4.3.1 Usage Charges .....	31

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 29  
Revision 0  
Superseding Revision:

---

## Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES

### 4.1 GENERAL

#### 4.1.1 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, third number billed and special toll billing.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 30  
Revision 0  
Superseding Revision:

---

Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.2 TIMING OF CALLS

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 31  
Revision 0  
Superseding Revision:

---

Section 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.3 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above. 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 (third number billing), or to an authorized calling card.

4.3.1 Usage Charges

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. Please refer to Section 6 — Business Network Switched Services.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 32  
Revision 0  
Superseding Revision:

---

## CONTENTS

### Section 5 – SUPPLEMENTAL SERVICES

	Leaf
5.1. Custom Calling Service .....	34
5.1.1 General .....	34
5.1.2 Description of Features .....	34
5.1.3 Rates and Charges .....	36
5.2 Class Services	
5.2.1 General .....	37
5.2.2 Description of Features .....	37
5.2.3 Rates and Charges .....	39
5.3 Service and Promotional Trials.....	40
5.3.1 General .....	40
5.3.2 Regulations .....	40
5.4 Busy Verification and Interrupt Service .....	42
5.5 Directory Assistance Service .....	42
5.5.1 General .....	42
5.5.2 Regulations .....	42
5.5.3 Rates .....	42



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 33  
Revision 0  
Superseding Revision:

---

CONTENTS (cont'd)

Section 5 – SUPPLEMENTAL SERVICES (cont'd)

	Leaf
5.6 Stand Alone Voice Mail Service .....	43
5.6.1 Description .....	43
5.6.2 Recurring and Nonrecurring Charges.....	44
5.7 Blocking Service.....	44
5.7.1 General .....	44
5.7.2 Regulations .....	44
5.7.3 Rates and Charges .....	45
5.8 Customized Number Service .....	46
5.8.1 General .....	46
5.8.2 Conditions .....	47
5.8.3 Rates .....	47
5.9 Customer Requested Service Suspension .....	48

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 34  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES

### 5.1 CUSTOM CALLING SERVICE

#### 5.1.1 General

The features in this section are made available on an individual basis or 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.

#### 5.1.2 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 three-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 service is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 35  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.1 CUSTOM CALLING SERVICE (cont'd)

#### 5.1.2 Description of Features (cont'd)

##### b. Call Forwarding (cont'd)

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.

##### c. Regular Multiline Hunting (“Follow Me”)

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

##### d. 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 36  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.1 CUSTOM CALLING SERVICE (cont'd)

#### 5.1.3 Rates and Charges

##### .1 Monthly Rates

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

##### .2 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: \$25.00  
Maximum: \$50.00

##### .3 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 5.4, Service and Promotional Trials, below.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 37  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.2 CLASS SERVICES

#### 5.2.1 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.

#### 5.2.2 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 38  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.2 CLASS SERVICES (cont'd)

#### 5.2.3 Rates and Charges

##### .1 Monthly Rates

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

##### .2 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: \$25.00

Maximum: \$50.00

##### .3 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 5.4, Service and Promotional Trials.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 39  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.3 SERVICE AND PROMOTIONAL TRIALS

#### 5.3.1 General

The Company may establish temporary promotional programs whereon 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.

#### 5.3.2 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 40  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.3 SERVICE AND PROMOTIONAL TRIALS (cont'd)

#### 5.3.2 Regulations (cont'd)

- 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 for free. A customer can request that the service be removed at any time during the trial, without being 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.



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 41  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.4 [Reserved]

### 5.5 DIRECTORY ASSISTANCE SERVICE

#### 5.5.1 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.

#### 5.5.2 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.

#### 5.5.3 Rates

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

Minimum: \$0.01

Maximum: \$2.00

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 42  
Revision 0  
Superseding Revision:

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

### 5.6 STAND ALONE VOICE MAIL SERVICE

#### 5.6.1 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 services 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.

#### 5.6.2 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. Service may be canceled at any time on one month's prior notice

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

	<u>Business</u>	
	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Charge	\$1.00	\$25.00
Recurring Charges:		
- Month to Month	\$2.50	\$2.50

Over 100 Mail Addresses:           individual cases basis

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 43  
Revision 0  
Superseding Revision:

---

## SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.7 [Reserved]

### 5.8 CUSTOMIZED NUMBER SERVICE

#### 5.8.1 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 the customer uses Customized Numbers for marketing purposes.
- 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 2.1.1 are applicable to Customized Number Service.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 44  
Revision 0  
Superseding Revision:

---

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.8 CUSTOMIZED NUMBER SERVICE (cont'd)

5.8.2 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.

5.8.3 Rates

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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 45  
Revision 0  
Superseding Revision:

---

SECTION 5 – SUPPLEMENTAL SERVICES (cont'd)

5.9 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- 5.9.1 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.
- 5.9.2 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.

Period of Suspension

Charge

- First Month or Partial Month

Regular Monthly Rate (no reduction)

- Each Additional Month  
(up to the one year limit)

1/2 Regular Monthly Rate

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 46  
Revision 0  
Superseding Revision:

CONTENTS

Section 6 - BUSINESS NETWORK SWITCHED SERVICES

	Leaf
6.1 General.....	47
6.2 Service Descriptions and Rates.....	47
6.2.1 Basic Business Line Service.....	48
6.2.2 Business Key System Line Service .....	50
6.2.3 PBX Trunk Service .....	53

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 47  
Revision 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES

### 6.1 GENERAL

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).

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.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

### 6.2 SERVICE DESCRIPTIONS AND RATES

The following Business Access Service Options are offered:

Basic Business Line Service  
Business Key System Line Service  
PBX Trunks

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 48  
Revision: 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

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.

### 6.2.1 Basic Business Line Service

#### .1 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 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

#### .2 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 9.



Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 49  
Revision: 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

### .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 3 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$100.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$45.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features	(per line, per month)	
Each feature*	\$1.00	\$20.00

\*Packages of multiple features may also be available at rates that are listed and may generally be expected to reflect a discount in cost from the combined amount of the selected features. In no event will the charge for a package of features exceed the total of the combined charges of those features if purchased separately.

#### Class Features

Each feature*	\$4.00	\$20.00
---------------	--------	---------

\*Packages of multiple features may also be available at rates that are listed and may generally be expected to reflect a discount in cost from the combined amount of the selected features. In no event will the charge for a package of features exceed the total of the combined charges of those features if purchased separately.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 50  
Revision 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

### .3 Message Rate Basic Business Line Service (cont'd)

#### .3 Message Usage Charges

Business Service	<u>Minimum</u>	<u>Maximum</u>
For the first three (3) minutes	\$.07	\$.10
For each additional minute	\$.01	\$.015

### 6.2.2 Business Key System Line Service

#### .1 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

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 51  
Revision: 0  
Superseding Revision:

---

Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

.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 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:		
- Message Rate Business Key	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$20.00

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 52  
Revision: 0  
Superseding Revision:

---

Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

Custom Calling Features (per line, per month)	<u>Minimum</u>	<u>Maximum</u>
- Each feature*	\$1.00	\$20.00

\*Packages of multiple features may also be available at rates that are listed and may generally be expected to reflect a discount in cost from the combined amount of the selected features. In no event will the charge for a package of features exceed the total of the combined charges of those features if purchased separately.

Class Features (per line, per month)		
- Each feature*	\$1.00	\$20.00

\*Packages of multiple features may also be available at rates that are listed and may generally be expected to reflect a discount in cost from the combined amount of the selected features. In no event will the charge for a package of features exceed the total of the combined charges of those features if purchased separately.

.3 Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
For the first three (3) minutes	\$.07	\$.10
For each additional minute	\$.01	\$.015

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 53  
Revision: 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

### 6.2.3 PBX Trunk Service

#### .1 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.

Direct Inward Dialing (DID) service allows callers to reach the called party without going through a PBX attendant. Direct Outward Dialing (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 DID or 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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 54  
Revision 0  
Superseding Revision:

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

### .2 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 of two-way 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:	\$10.00	\$50.00
Monthly Recurring Charges:		
- Each Trunk	\$15.00	\$55.00
Terminal Numbers:		
1-10 lines in terminal hunt group	\$15.00	\$250.00
11-20 lines in terminal hunt group	\$275.00	\$500.00
21 + lines in terminal hunt group	\$515.00	\$1100.00

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 55  
Revision 0  
Superseding Revision:

---

Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

.3 Message Usage Charge

	<u>Minimum</u>	<u>Maximum</u>
For the first three (3) minutes	\$.07	\$.10
For each additional minute	\$.01	\$.015

.4 Analog DID Trunks

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge	\$50.00	\$250.00
Monthly Recurring Charges (per trunk)	\$40.00	\$75.00
DID Station Numbers		
Each Group of 20	\$2.00	\$8.00
Each Group of 100	\$10.00	\$30.00 minutes

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 56  
Revision 0  
Superseding Revision:

---

## Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

### .5 Digital PBX Trunk Service

#### .1 Description

Digital PBX Trunk Service provide a customer with a 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.

#### .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 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.



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 57  
Revision 0  
Superseding Revision:

---

Section 6 – BUSINESS NETWORK SWITCHED SERVICES (cont'd)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$250.00	\$1000.00
Monthly Recurring Charges:		

Message Rate:

- Facility	\$100.00	\$500.00
- Per Active Channel (DID)	\$25.00	\$150.00
- Per Active Channel (DOD)	\$25.00	\$150.00

.3 Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
For the first three (3) minutes	\$.07	\$.10
For each additional minute	\$.01	\$.015

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 58  
Revision: 0  
Superseding Revision:

CONTENTS

Section 7 – SPECIAL ARRANGEMENTS

	Leaf
7.1 Special Construction .....	59
7.1.1 Basis for Charges .....	59
7.1.2 Basis for Cost Computation .....	59
7.1.3 Termination Liability .....	60
7.2 Non-Routine Installation and/or Maintenance.....	62
7.3 Individual Case Basis (ICB) Arrangements.....	62

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 59  
Revision 0  
Superseding Revision:

---

## SECTION 7 – SPECIAL ARRANGEMENTS

### 7.1 SPECIAL CONSTRUCTION

#### 7.1.1 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).

#### 7.1.2 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:

- I. 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.
- II. Cost of maintenance.
- III. 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 60  
Revision 0  
Superseding Revision:

---

## SECTION 7 – SPECIAL ARRANGEMENTS (cont'd)

### 7.1 SPECIAL CONSTRUCTION (cont'd)

#### 7.1.2 Basis for Cost Computation (cont'd)

- IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Tariff preparation, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; or
- VIII. An amount for return and contingencies.

#### 7.1.3 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.

- 7.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 7.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 61  
Revision 0  
Superseding Revision:

---

## SECTION 7 – SPECIAL ARRANGEMENTS (cont'd)

### 7.1 SPECIAL CONSTRUCTION (cont'd)

#### 7.1.3 Termination Liability (cont'd)

##### 7.1.3.2 (cont'd)

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.

7.1.3.3 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 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 62  
Revision 0  
Superseding Revision:

---

## SECTION 7 – SPECIAL ARRANGEMENTS (cont'd)

### 7.2 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.

### 7.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for 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. 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:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 5) Length of the agreement.

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 63  
Revision: 0  
Superseding Revision:

CONTENTS

Section 8 – LOCAL CALLING AREAS

	Leaf
A. Service Offerings .....	64
B. Local Callings Area .....	64

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 64  
Revision 0  
Superseding Revision:

---

Section 8 – LOCAL CALLING AREAS

A. SERVICE OFFERINGS

The following services are offered at rates specified in the related sections of this tariff.

BUSINESS

Measured Rate

Flat Rate Service

B. LOCAL CALLING AREA

Local calling areas are the same as those defined in the tariffs of Verizon New York, Inc.

Service will be offered at various stations in the State of New York, and initially in areas located in and neighboring the City of New York, including stations bearing the following NNX codes:

212, 347, 516, 646, 718, and 917.



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 65  
Revision 0  
Superseding Revision:

---

## Section 9 - EXPLANATION OF TERMS

### AGENCY

For 911 or E911 service, the government agency(s) 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 who is 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

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 66  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

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.

BIT

The smallest unit of information in the binary system of notation.

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 are 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 67  
Revision 0  
Superseding Revision:

---

## Section 9 - EXPLANATION OF TERMS (cont'd)

### CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

### CENTRAL OFFICE LINE

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

### 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.

### COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

### 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 68  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

COMPANY

Lightspeed Telecommunications LLC, 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.

DEMARCATIION 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 69  
Revision 0  
Superseding Revision:

---

## Section 9 - EXPLANATION OF TERMS (cont'd)

### 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.

### 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.

### ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 70  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

**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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 71  
Revision 0  
Superseding Revision:

---

## Section 9 - EXPLANATION OF TERMS (cont'd)

### 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:

**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-III, American Medical Association, 1971.

### HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

### HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 72  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

**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.

**KILOBIT**

One thousand bits.

**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.



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 73  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subtribet 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.

LOOPS

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

MEGABIT

One million bits.

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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 74  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

**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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 75  
Revision 0  
Superseding Revision:

---

## Section 9 - EXPLANATION OF TERMS (cont'd)

### 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.

### 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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 76  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

**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.

**SAME PREMISES**

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 77  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

**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 CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

**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.

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 78  
Revision 0  
Superseding Revision:

---

Section 9 - EXPLANATION OF TERMS (cont'd)

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.

Lightspeed Telecommunications LLC  
PSC No. 1 – Telephone  
Effective: September 23, 2018

Leaf 79  
Revision: 0  
Superseding Revision:

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P.S.C. No. 1 — Telephone

RATES

	Minimum	Base	Maximum
Telephone Service Line		\$26.75 / month	
Installation		\$85.00	
Restoral	\$5.00	\$85.00	\$100.00
Move per line	\$5.00	\$50.00	\$100.00
Add per line	\$5.00	\$50.00	\$100.00
Change per line	\$5.00	\$50.00	\$100.00
Trouble Isolation Charge (per visit)	\$10.00	\$50.00	\$100.00
End User Common Line Charge		\$8.25 / month	
Voicemail Box per month	\$5.00	\$5.00	\$25.00
Voicemail Box per year	\$60.00	\$60.00	\$250.00
Installation	\$1.00	\$5.00	\$25.00
800/888 Service	\$15.00 / month		
Installation	\$50.00		
Cable Installation (custom)	\$130 / per run		
Call Forwarding	\$3.50 / month		
Installation	\$0.00	\$20.00	\$20.00
Call Screening	\$95 / month		
Installation	\$0.00	\$20.00	\$20.00
Call Un-Blocking	\$10.00		
Installation	\$0.00	\$20.00	\$20.00
Call Waiting	\$3.50 / month		
Installation	\$0.00	\$20.00	\$20.00
Directory Listing — first	No Charge		
Additional listings	\$1.95 / month		
Directory Assistance	\$0.01	\$1.50	\$1.50

Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 80  
Revision 0  
Superseding Revision:

---

Code Billing	\$20 / month		
Installation	\$200		
DID #s			
Local Number Portability	\$0.23 / month		
900 and 700 Blocking	Minimum	Base	Maximum
Nonrecurring Business	\$0.00	\$5.00	\$10.00
900, 971, 974, and 700 Blocking			
Nonrecurring Business (up to 200 lines)	\$0.00	\$5.00	\$10.00
Monthly Charges			
Third Number Billed and Collect Call Restriction			
Business (up to 200 lines)	\$0.00	\$5.00	\$5.00
Toll Restriction			
Business (up to 200 lines)	\$0.01	\$5.00	\$5.00
Toll Restriction Plus			
Business (up to 200 lines)	\$0.01	\$5.00	\$5.00
Direct Inward Dialing Blocking (Third Party and Collect Call)			
- Initial Activation	\$0.01	\$25.00	\$50.00
Subsequent Activation (per line)	\$0.01	\$25.00	\$140.00
Customized Number Service Set-up			
Business	\$0.00	\$50.00	\$100.00



Lightspeed Telecommunications LLC  
PSC No. 1 - Telephone  
Effective: September 23, 2018

Leaf 81  
Revision 0  
Superseding Revision:

---

Patch Panel	
12 Port installation	\$130
24 Port installation	\$235
48 Port installation	\$375
96 Port installation	\$625
Polycom Installation	\$550
24 Button Add-On Module	\$35 / month
48 Button Add-On Module	\$45 / month
Relocation Line / Station Installation	\$45
Station - 2008 Hands Free	\$20 / month
Station — 2616	\$30 / month
Station — Single Line	\$10 / month
Station Installation	\$25 / line
T-1 Flexpath Installation	\$300
T-1 Transport Installation	\$300
T-3 Transport	\$1,200 / month
Installation	\$300
Cabling 1 CATS	\$130
Cabling 2 CATS	\$195
Cabling 3 CATS	\$225
Cabling 4 CATS	\$315
Cabling 1-25 Pair	\$315