

FairPoint Business Services LLC
d/b/a Consolidated Communications Services
PSC No. 1 - Telephone
Effective Date: September 17, 2018

Leaf 1
Revision: 0
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LOCAL EXCHANGE SERVICES

*This Tariff issued by FairPoint Business Services LLC d/b/a Consolidated Communications Services
PSC No. 1 - Telephone, cancels and replaces the Tariff issued by FairPoint Business Services LLC
PSC No. 1 in its entirety.*

REGULATIONS, RATES AND SCHEDULE
OF INTRASTATE CHARGES APPLICABLE TO
COMMUNICATIONS SERVICES
FURNISHED BY

FAIRPOINT BUSINESS SERVICES LLC
d/b/a Consolidated Communications Services

BETWEEN POINTS
WITHIN THE STATE OF NEW YORK
AS PROVIDED FOR HEREIN

Issued By:

Robert D. Meehan, Director – Regulatory
770 Elm Street, 1st Floor, Manchester NH 03101

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EXPLANATION OF SYMBOLS

- (C) To signify changed rate, regulation or condition
- (D) To signify discontinued rate, regulation or condition
- (I) To signify a rate increase
- (M) To signify text moved from another location
- (N) To signify new material, including a listing, rate, regulation, rule or condition
- (R) To signify a rate reduction
- (S) To signify reissued matter
- (T) To signify a change in the word of text, but no change in the rate, rule or condition
- (Y) To signify reference to other published tariffs
- (Z) To signify a correction

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SECTION 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by FairPoint Business Services LLC d/b/a Consolidated Communications Services (“Company”), 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

FairPoint Business Services LLC d/b/a Consolidated Communications Services will provide service in all areas located throughout the State of New York.

1.1.2 Availability

Service is available where facilities permit.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.1 Use of Facilities and Service

2.1.1 Obligation of the Company

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

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

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

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

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2.1 Use of Facilities and Service (Cont'd.)

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.

b. Customer-Provided Equipment

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

c. Use of Facilities of Other Companies

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

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2.1 Use of Facilities and Service (Cont'd.)

2.1.3 Use of Service

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

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.

2.2 Minimum Period of Service

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

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

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2.2 Minimum Period of Service (Cont'd.)

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

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 New York Public Service Commission ("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.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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2.4 Payment for Services 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

Subject to special provisions as may be set forth below and in Sections 2.9 and 2.10 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and IntraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

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

a. Interest on Deposits

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

b. Inadequate Deposit

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

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2.4 Payment for Services Rendered (Cont'd.)

2.4.2 Deposits (Cont'd.)

c. Return of Deposit

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

2.4.3 Payment of Charges

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

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

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2.4 Payment for Services Rendered (Cont'd.)

2.4.4 Return Payment Charge

When a payment which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Payment Charge of \$10.00.

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. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

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2.4 Payment for Services Rendered (Cont'd.)

2.4.6 Customer Overpayments

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

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

2.5 Installation Service

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

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.

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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. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 2 which is at the end of this section.

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

2.7.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities, villages, towns and county tax districts a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement 2 which is at the end of this section.

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

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2.7 Telephone Surcharges (Cont'd.)

2.7.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes (Cont'd.)

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.

2.7.4 Metropolitan Commuter Transportation District Tax Surcharge

In the counties listed below, a surcharge to recover the expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) is imposed in addition to all recurring, nonrecurring and usage charges for all intrastate services except charges collected for sent-paid coin telephone messages, check return and late payment charges. MTA Tax Surcharges (applicable only to New York City area accounts in Kings, Queens and New York Counties).

<u>Period</u>	<u>Surcharge</u>
10/1/1998+	0.6890%

Services provided by the Company to another company to be resold by the second telephone company, are not subject to municipal gross revenue surcharges or gross revenue taxes imposed by villages on utility services. To be exempt from the municipal surcharge or gross revenue tax, the reseller must possess a certificate of Public Convenience and Necessity from the New York State Public Service Commission.

To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

2.7.5 New York City E-911 Telecommunications Surcharge

Pursuant to Local Law 16 of 2002, the City of New York imposed a monthly 911 surcharge of \$1.00 per telephone access line. This surcharge shall be used to pay the costs associated with the design, construction, operation, maintenance and administration of public safety communications networks serving the City of New York.

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2.7 Telephone Surcharges (Cont'd.)

2.7.6 New York City Telecommunications Franchise Surcharge

A surcharge of 5% shall be assessed on all telecommunications services used and/or provisioned in New York City pursuant to this tariff. Surcharge fees shall be remitted to the City of New York.

2.8 Suspension or Termination of Service

2.8.1 Suspension or Termination for Nonpayment

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

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

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

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.8 Suspension or Termination of Service (Cont'd.)

2.8.2 Exceptions to Suspension and Termination (Cont'd.)

- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

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.

- e. Nonpayment of back billed amounts as outlined in 2.10.12.

2.8.3 Verification of Nonpayment

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

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

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2.8 Suspension or Termination of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment

a. General

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

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.8 Suspension or Termination of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment (Cont'd.)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.8 Suspension or Termination of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment (Cont'd.)

- c. Abandonment or Unauthorized Use of Facilities (Cont'd.)
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
- d. Change in the Company's Ability to Secure Access

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

2.8.5 Emergency Termination of Service

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

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.9 Additional Provisions Applicable to Business Customers

2.9.1 Application of Rates

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

2.9.2 Telephone Number Changes

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

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

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2.9 Additional Provisions Applicable to Business Customers (Cont'd.)

2.9.3 Deposits

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

2.9.4 Dishonored Checks

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

2.10 Additional Provisions Applicable to Residential Customers

2.10.1 Application of Rates

Residential rates as described in Section 4 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.2 Telephone Number Changes (Cont'd.)

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

2.10.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.3 Deposits (Cont'd.)

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, Section 2.10.7.)

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.3 Deposits (Cont'd.)

c. Recent Payment History (Cont'd.)

New deposits from a residential customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;

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2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.4 Installment Billing For Nonrecurring Charges (Cont'd.)

- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.10.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with 2.8.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

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2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.6 Suspension or Termination for Nonpayment (Cont'd.)

- d. 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. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2.10.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more month's service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements. The Company must offer an eligible customer a Deferred Payment Agreement in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The Deferred Payment Agreement notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a Deferred Payment Agreement should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.8 Dishonored Payments

When a check or other form of payment received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check or other form of payment within the past 12 months.

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

2.10.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a) the customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or

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2.10 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.10.11 Suspension or Termination - Elderly, Blind or Disabled (Cont'd.)

- b) the customer is 62 years of age or older and all other residents of the customer's household are: less than 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.10.12 Back Billing for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back billing period.

2.11 Allowances for Interruptions in Service

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

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2.11 Allowances for Interruptions in Service (Cont'd.)

2.11.1 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:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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2.11 Allowances for Interruptions in Service (Cont'd.)

2.11.1 Credit for Interruptions (Cont'd.)

- c. (Cont'd.)
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

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.

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2.11 Allowances for Interruptions in Service (Cont'd.)

2.11.1 Credit for Interruptions (Cont'd.)

e. "Interruption" Defined

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

2.11.2 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;

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2.11 Allowances for Interruptions in Service (Cont'd.)

2.11.2 Limitations on Credit Allowances (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.

2.12 Automatic Number Identification

2.12.1 Regulations

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

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

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.12 Automatic Number Identification (Cont'd.)

2.12.1 Regulations (Cont'd.)

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

2.12.2 Terms and Conditions

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

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.13 Emergency /Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority

2.13.1 General

- a) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.
- b) The TSP program has two components, restoration and provisioning.
 - 1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.13 Emergency /Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

2.13.2 TSP Request Process – Restoration

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

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories:
 1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the U.S. Department of Homeland Security website (<https://www.dhs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the U.S. Department of Homeland Security website (<https://www.dhs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.13 Emergency /Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

2.13.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in (2.13.2.a. -- 2.13.2.e.) above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.13.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.13.4 Responsibilities of the End-User

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

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.

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2.13 Emergency /Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

2.13.4 Responsibilities of the End-User (Cont'd.)

- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.13.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.

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2.13 Emergency /Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

2.13.5 Responsibilities of the Company (Cont'd.)

- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.13.6 Preemption

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

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D.)

2.14 Critical Facilities Administration (CFA)

2.14.1 Program Overview

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

2.14.2 Customer Obligations

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

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

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2.14 Critical Facilities Administration (CFA) (Cont'd.)

2.14.3 Carrier Obligations

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

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

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2.14 Critical Facilities Administration (CFA) (Cont'd.)

2.14.4 Rates

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

	Minimum	Maximum
Per Hour	\$120.00	\$250.00

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SECTION 3 - POINT-TO-POINT SERVICE

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SECTION 3 - POINT-TO-POINT SERVICE (CONT'D.)

3.1 Description of Service

Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

The Company will offer high bandwidth, point-to-point special access services including, but not limited to:

- (a) Ethernet Transport Services
- (b) Asynchronous Transfer Mode-Based Services (ATM)
- (c) Synchronous Optical Network-Based Services (SONET)
- (d) Other such services as may be requested and are available pursuant to this Tariff

3.2 Mileage

Any applicable airline mileage, used in conjunction with the services in Section 3.1, is obtained using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. The calculation is generally defined as the square root of the sum of the squares of the differences between the "V" and "H" coordinates, divided by 10. Any fractional miles are rounded to the next whole mile before rates are applied.

$$((V_2 - V_1)^2 + (H_2 - H_1)^2) / 10$$

3.3 Trouble Isolation Charges

The Trouble Isolation Charge applies for time spent on a Customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems.

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed. Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time.

The Customer may be responsible for payment of charges when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company.

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SECTION 3 - POINT-TO-POINT SERVICE (CONT'D.)

3.3 Trouble Isolation Charges (Cont'd.)

Charges will be made at the Company's current labor rates including appropriate overheads and are subject to overtime and premium time for work outside of normal Company hours. Charges will be based on a minimum of four hours.

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SECTION 4 – RATES AND CHARGES

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SECTION 4 – RATES AND CHARGES (CONT'D.)

4.1 Description of Services

Services will be provided on a non-discriminatory basis to all customers, pursuant to terms and conditions contained in this tariff and subject to the availability of adequate facilities

- 4.1.1 Ethernet Transport Services – Rates to mirror those contained in National Exchange Carrier Association (NECA) Tariff FCC No. 5.
- 4.1.2 ATM Service - Rates to mirror those contained in National Exchange Carrier Association (NECA) Tariff FCC No. 5.
- 4.1.3 SONET Services - Rates to mirror those contained in National Exchange Carrier Association (NECA) Tariff FCC No. 5.
- 4.1.4 Other special access services – rates to be determined pursuant to Section 4.2
 - i) any other reasonable costs incurred by the Company related to special

4.2 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include but are not limited to:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements

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4.2 Individual Case Basis (Cont'd.)

- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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SECTION 5 – COLLOCATED INTERCONNECTION (CONT'D.)

5.1 Description of Services

This section contains regulations, terms and conditions for Collocated Interconnection (Collocation) and associated special access transport services as provided by the Company. The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

5.2 Rates

The rates and charges associated with collocation will be determined on an individual case basis.

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SECTION 6 – LOCAL EXCHANGE SERVICE (CONT'D.)

6.1 General

Local exchange service is offered to Customers on a presubscription basis. Unless otherwise specified, the minimum term is one (1) month. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other nonrecurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

6.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In residential locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and
 - 3. In residential locations where an extension is located at a place where business rates would apply.
 - 4. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - 5. In any residential location where there is substantial business use of the service and the customer has no service at business rates.

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SECTION 6 – LOCAL EXCHANGE SERVICE (CONT'D.)

6.1 General (Cont'd.)

6.1.1 Application of Business and Residential Rates (Cont'd.)

- C. Residence rates apply at the following locations, among others:
1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates at another location.

6.1.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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SECTION 6 – LOCAL EXCHANGE SERVICE (CONT'D.)

6.1 General (Cont'd.)

6.1.3 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

6.1.4 Service Terms and Conditions

Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company local calling services and other services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);

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6.1 General (Cont'd.)

6.1.4 Service Terms and Conditions (Cont'd.)

- f) access relay services for the hearing and/or speech impaired. Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch

Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Individual line local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line – The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

6.2 Local Exchange Services

Recurring charges are billed monthly in advance. Nonrecurring charges for usage and installation or rearrangement of service, as applicable, are billed on the next month's bill. A one-time set up fee per account may apply.

6.2.1 Standard Flat Rate Service

- A. Standard Flat Rate Service provides a Customer with analog; voice-grade telephonic communications channels that can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Customers receive unlimited calling within their local calling area. No measured or message rate usage charges apply to calls placed to or received from areas within the local calling area.

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LOCAL EXCHANGE SERVICES

SECTION 6 – LOCAL EXCHANGE SERVICE (CONT'D.)

6.2 Local Exchange Services (Cont'd.)

6.2.1 Standard Flat Rate Service (Cont'd.)

B. Minimum / Maximum Monthly Recurring Charges

	<u>Monthly Recurring Charge</u>	
	<u>Minimum</u>	<u>Maximum</u>
Initial Line	\$20.00	\$140.00
Each Additional Line:	\$20.00	\$140.00

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SECTION 7 – SPECIAL ARRANGEMENTS

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SECTION 7 – SPECIAL ARRANGEMENTS (CONT'D.)

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) above.

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

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. Cost of maintenance.
3. 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.

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SECTION 7 – SPECIAL ARRANGEMENTS (CONT'D.)

7.1 Special Construction (Cont'd.)

7.1.2 Basis for Cost Computation (Cont'd.)

4. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
5. License preparation, processing, and related fees.
6. Tariff preparation, processing and related fees.
7. Any other identifiable costs related to the facilities provided; or
8. 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:

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;

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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.)

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 7.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.2 preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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.

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SECTION 7 – SPECIAL ARRANGEMENTS (CONT'D.)

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

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