

Onvoy, LLC  
Effective: October 23, 2014

New York PSC No. 2 – Local Exchange Service  
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INTRASTATE LOCAL SERVICE

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*This tariff, Onvoy, LLC's New York PSC No.2, replaces in its entirety Onvoy, Inc. d/b/a Onvoy Voice Services' New York PSC No. 2, which is currently on file with the Commission.*

ONVOY, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL AND INTEREXCHANGE COMMUNICATIONS SERVICES  
WITHIN

THE STATE OF NEW YORK

Applicable in New York State

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By: Onvoy Regulatory Manager  
10300 6<sup>th</sup> Ave. N.  
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Onvoy, LLC  
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

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

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate local services within New York by Onvoy, LLC (hereinafter the Company).

This tariff will be maintained and made available for inspection during normal business hours at the Company's principal place of business: 10300 6<sup>th</sup> Ave. N., Plymouth, Minnesota 55441. This tariff is also available on the Company's web site at [www.onvoy.com](http://www.onvoy.com).

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

- (b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (3) Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (i) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (ii) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arises out of the negligence or other wrongful act of Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
  - (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

C. Liability (Continued)

(c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.

(5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.

(6) With respect to the provision of directory listing service, no liability for damages arising from publishing the telephone number of Non-Published service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Company in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in directories, nor will the company be a party to controversies arising between customers or others as a result of such publication.

(a) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a Non-Published telephone number upon request or by the publication of the number of a Non-Published service in the telephone directory or disclosing of such number to any person.

(b) When a customer with a Non-Published telephone number places a call to the Emergency 911 service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service. By subscribing to service under this Tariff, the customer agrees to the release of such information under the above provision.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

C. Liability (Continued)

(c) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed service.

(7) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

(8) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

- (1) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

G. Refusal and Discontinuance of Service (Continued)

- (2) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the notice, and the customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying customer.

H. Notification of Service-Affecting Activities

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

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

I. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

J. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the customer.

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SECTION 2. RULES AND REGULATIONS

2.2. Use

A. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

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SECTION 2. RULES AND REGULATIONS

2.3 Obligations of the Customer

A. Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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SECTION 2. RULES AND REGULATIONS

2.3. Obligations of the Customer (Continued)

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 1.VII preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2. RULES AND REGULATIONS

2.3 Obligations of the Customer (Continued)

F. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the customer.
- (2) The customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills.
- (2) Customers may satisfy deposit requirements as follows: in cash, certified funds, money orders, acceptable bank letter of credit, acceptable third party guarantee, or other forms of security acceptable to the company.
- (3) Deposits will be refunded to the Customer, along with accrued interest when one of the following conditions is met:
  - Service has been terminated or discontinued; or
  - A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date; or
  - Service has not been suspended for non-payment with the previous twelve (12) months.When service has been terminated or disconnected, the Company will deduct any and all unpaid amounts from the deposit and the difference will be refunded.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for PRI Service under this tariff), the period of service each bill covers and the payment date is as follows:

(a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

- (b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

(b) (Continued)

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

(c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(5) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

- (6) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.
- (7) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (8) When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$20.00.
- (9) 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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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.C

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24-hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions (Continued)

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the customer.
- (b) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a customer's failure to provide notification to the Company of media-stimulated mass calling events.

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SECTION 2. RULES AND REGULATIONS

2.4 Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions (Continued)

(4) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.5 Denial or Discontinuance of Service

A. Disconnection Without Notice. The Company will not deny or discontinue service to a customer without prior written notice except for the following reasons:

- (1) If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists;
- (2) Upon order by an appropriate court, the Commission, or any other duly authorized public authority; or
- (3) If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.

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SECTION 2. RULES AND REGULATIONS

2.5 Denial or Discontinuance of Service (Continued)

A. Disconnection Without Notice (Continued)

- (4) Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.
- (5) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
- (6) Failure of the customer to permit the provider reasonable access to its facilities or equipment.
- (7) Customer equipment is non-compliant with Federal Communication Commission equipment specifications thereby causing or contributing to Service interruptions, malfunctions, or unusual or excessive Service maintenance requirements.
- (8) The customer obtained service by subterfuge. Subterfuge includes, without limitation:  
Obtaining service in another person's name with the intent to avoid outstanding charges; or  
Applying for new service at a location:
  - (a) where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges; and
  - (b) where such person continues to reside.

B. Disconnection with Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 5 days written notice only for one of the following reasons:

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SECTION 2. RULES AND REGULATIONS

2.5 Denial or Discontinuance of Service (Continued)

B. Disconnection with Notice (Continued)

- (1) Non-payment of any past due bill for service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.
- (2) If the Company determines service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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SECTION 2. RULES AND REGULATIONS

2.6 Restoration of Service

The use and restoration of service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. A customer whose service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before service is restored. Whenever service has been discontinued for fraudulent or other unlawful use, Company may, before restoring service, require the customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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SECTION 2. RULES AND REGULATIONS

2.7 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the net income of the Company, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

A. 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 in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Department, and as directed by the Department. 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 Department may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Department.

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SECTION 2. RULES AND REGULATIONS

2.7 Taxes, Fees and Surcharges (Continued)

B. Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

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

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule 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 rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

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

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SECTION 2. RULES AND REGULATIONS

2.8 Automatic Number Identification

A. 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:

- (1) 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, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) 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.
- (3) 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. RULES AND REGULATIONS

2.9 Automatic Number Identification (Continued)

A. Regulations (Continued)

- (4) 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.
- (5) 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 Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department 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 Department.

B. Terms and Conditions

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

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SECTION 2. RULES AND REGULATIONS

2.10 Health Care Providers Support Program

A. General

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

B. Regulations

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

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SECTION 2. RULES AND REGULATIONS

2.10 Health Care Providers Support Program (Continued)

B. Regulations (Continued)

(4) Responsibility of eligible health care providers

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

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SECTION 2. RULES AND REGULATIONS

2.10 Health Care Providers Support Program (Continued)

B. Regulations (Continued)

(5) Responsibility of the Company

- a. The Company shall offer the rates and charges as specified in Section 2.20.3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.20.1. preceding.
- b. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- c. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York Department of Public Service approval.

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SECTION 2. RULES AND REGULATIONS

2.10 Health Care Providers Support Program (Continued)

C. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C, which shall be available to all eligible health care providers, regardless of location:

- (1) A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- (2) An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- (3) Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 2. RULES AND REGULATIONS

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

A. General

- (1) 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.

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SECTION 2. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

A. General (Continued)

(2) The TSP program has two components, restoration and provisioning.

- a. 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.
- b. 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. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

B. TSP Request Process

(1) Restoration

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

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- 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. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

B. TSP Request Process (Continued)

(2) Provisioning

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

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 2. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

C. Responsibilities of the End-User

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

- (1) Identify telecommunications services requiring priority.
- (2) 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).
- (3) Accept TSP services by the service due dates.
- (4) 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.
- (5) Pay the Company any authorized costs associated with priority services.
- (6) Report to the Company any failed or unusable services with priority levels.
- (7) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (8) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 2. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

D. Responsibilities of the Company

The Company will perform the following:

- (1) Provide TSP service only after receipt of a TSP authorization code.
- (2) Revoke TSP services at the direction of the end-user or OPT.
- (3) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (4) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (5) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (6) Confirm completion of TSP service order activity to the OPT.
- (7) Participate in reconciliation of TSP information at the request of the OPT.
- (8) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- (9) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (10) 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.
- (11) Disclose content of the NS/EP TSP database only as may be required by law.
- (12) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 2. RULES AND REGULATIONS

2.11 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service  
Priority (Continued)

E. Preemption

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

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SECTION 2. RULES AND REGULATIONS

2.12 Caller ID Unblocking

A. 311 / 911 Caller ID Blocking \*

The City of New York 311 Call Center provides consolidated access to non-emergency municipal services and information 24 hours per day, 365 days per year. Callers have the ability to access City departments and services by using the 311 abbreviated dialing code instead of dialing a particular seven-digit number. In certain circumstances, calls to the 311 Call Center involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center will be unable to determine the caller's location. Thus, by Order dated April 18, 2003 (Case 03-C00171), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 311 Call Center. This ruling applies only to calls made to the 311 Call Center and not to any other municipal office.

B. 211 / 911 Caller ID Unblocking

The City of New York 211 Call Center provides a means of accessing community information and referral services within the Five Boroughs. Callers dialing 211 from telephones located within New York City will reach the Call Center where the calls will be routed to call takers trained to provide basic health and human services information. In certain circumstances, calls to the 211 Call Center may involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center operator will be unable to determine the caller's location. By Order dated May 28, 2008 (Case 07-C-1091), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 211 Call Center. This ruling applies only to calls to the 211 Call Center and not to any other municipal office.

\* Caller ID Blocking is deactivated for calls to 211 or 311 or 911 in the New York exchange only.

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SECTION 3. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

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

Carrier or Common Carrier: See Exchange Carrier.

Company: Onvoy, LLC, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders Service, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End User: An End User is any customer of a telecommunications services from this tariff and is not a carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

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SECTION 3. DEFINITIONS

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Premises: The space occupied by a Customer in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: For Local Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer.

Service Order: The written request for Local Services executed by the Customer and the Company in a format devised by the Company, The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's Local Services offered on the Company's Network.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wire Center: buildings in which central offices, used for the provision of Local Exchange services, are located.

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SECTION 4. EXCHANGE AREAS

4.1 List of Exchanges

The Company offers service in and incorporates by reference the exchange maps included in the Verizon (former NYNEX) and Frontier local tariffs.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN)

A. Description of Service

- (1) Integrated Services Digital Network (ISDN) is a digital standard that provides an integrated voice or data capability to the customer premises facility, utilizing the public switched telephone network. ISDN delivers voice, data and video by two standard methods of access. Primary Rate Interface (PRI) Service and Basic Rate Interface Service (BRS). The Company will only provide Primary Rate Interface service.
- (2) PRI service has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-Kbps B-channels carry user information such as voice calls, circuit-switched data or video while the D-channel carries the call-control signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The customer may use CPE to bond together 64 Kbps B-channels for the transmission of circuit-switched data or video.
- (3) Directory Numbers: Primary Directory Number - A single telephone directory number is provided with each PRI service ordered.
- (4) Directory Listings: One primary directory listing is provided per PRI service per customer.
- (5) Emergency 911 services will be provided for all voice calls on PRI service.

B. Protection of the Network

- (1) PRI service is furnished subject to central office availability and capacity, the availability of outside plant facilities, and the necessary central office billing capabilities.

In the event customer equipment meets required specifications, but causes interference with current or future services, the Company reserves the right to notify the customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN) (Continued)

B. Protection of the Network (Continued)

- (2) Upon notification by the Company that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including, but not limited to any loss, or damage, arising out of customer's use of or inability to use the service or equipment, whether said use is in combination with other services or equipment, or separate from them.
- (3) The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of PRI service such as CPE.
- (4) The Company anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN) (Continued)

C. Availability, Installation and Maintenance

- (1) The availability and functionality of PRI service capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.
- (2) The Company will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the customer's property to the central office. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.
- (3) If there are any changes in inside wiring which require the Company to redesign the PRI service capability, the customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should PRI service capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall not be liable.
- (4) If PRI service should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 8 consecutive hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's action, inside wiring, interface, customer premise power outage, and/or CPE, an out-of-service credit will be applied to the customer's bill. See Rules and Regulations, Interruptions to Service.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN) (Continued)

D. Circuit Switching Feature Descriptions

- (1) Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 Kbps B channels. The customer may choose among the following Circuit-Switched features based upon application needs:
- (2) Clear Channel Capability – A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 Kbps to be available to the customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN) (Continued)

E. Service Arrangements

(1) Voice/Data PRI (with DID)

A Voice/Data PRI with Direct Inward Dialing (DID) have 3 elements: the T-1, the Service Configuration, and a 2-way trunk/DID. This service configuration provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data or video. The D-channel handles signaling information.

(2) Data PRI 23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D - channel handles signaling information.

(3) Data PRI 24B

This service configuration provides for 24 channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-Channel on the first T1 facility.

F. Direct Inward Dialing (DID)

- (1) The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment/numbers available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.
- (2) DID is an optional feature which can be purchased in conjunction with the Company's PRI Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's equipment to route the incoming calls directly to individual stations corresponding to each individual number.

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SECTION 5. PRIVATE LINE SERVICE

5.1 Integrated Services Digital Network (ISDN) (Continued)

G. Rates and Charges

- (1) Following are the monthly rate and nonrecurring charges for PRI service based on a one year contract:

	Maximum Monthly Rate	Maximum Non-Recurring Rate
1 Year Commitment		
Service Configuration:		
a. Voice/Data PRI (with DID)	\$1350.00	\$1000.00
b. Data PRI 23B+D	\$1350.00	\$1000.00
c. Data PRI 24B	\$1350.00	\$1000.00
 DID Number charges:		
Group of 20 line numbers assigned	\$30.00	\$20.00

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SECTION 6. SUPPLEMENTAL SERVICE

6.1 Critical Facilities Administration Service

A. General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhance design layout record or may request a schematic/map layout (Circuit Layout Record). The request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

B. Customer Obligations

- (1) Customers' circuits must be federally registered as TSP circuits.
- (2) Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
- (3) Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.
- (4) Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

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SECTION 6. SUPPLEMENTAL SERVICE

6.1 Critical Facilities Administration Service (Continued)

C. Obligations of the Company

- (1) The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.
- (2) The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- (3) The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).
- (4) The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.
- (5) If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.
- (6) The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
- (7) For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- (8) Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

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SECTION 6. SUPPLEMENTAL SERVICE

6.1 Critical Facilities Administration Service (Continued)

D. Minimum / Maximum Rates and Charges

(1) Enhanced Design Layout Record (Circuit Layout Record)

	Minimum	Maximum
Per circuit	\$25.00	\$100.00

(2) Hourly Charges

Rates for a schematic/map layout are contained reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the Customer a good faith estimate of the time needed to perform the requested service. The Customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

	Minimum	Maximum
Per hour	\$23.50	\$94.00

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SECTION 7. SPECIAL SERVICES AND PROGRAMS

- 7.1 Special Equipment for the Hearing or Speech Impaired Customer
- A. As required by Section 102-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a Customer certified as hearing or speech impaired.
  - B. A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
  - C. The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
  - D. The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
  - E. The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

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SECTION 7. SPECIAL SERVICES AND PROGRAMS

7.2 Discounted Service For The Hearing Or Speech Impaired Customer

A. General

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

B. Certification

Acceptable certifications are:

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

C. Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

D. Billing

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

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SECTION 7. SPECIAL SERVICES AND PROGRAMS

7.3 Universal Emergency Telephone Number Service

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

7.4 New York Relay Service

A. General

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

B. Regulations

- (1) Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- (2) Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- (3) Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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SECTION 7. SPECIAL SERVICES AND PROGRAMS

7.4 New York Relay Service (Continued)

B. Regulations (Continued)

- (4) The following calls may not be placed through the Relay Service:
- a. calls to informational recordings and group bridging service;
  - b. calls to time or weather recorded messages;
  - c. station sent paid calls from coin telephones; and
  - d. operator-handled conference service and other teleconference calls.

C. Liability

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

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INTRASTATE LOCAL SERVICE

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SECTION 8. SPECIAL ARRANGEMENTS

8.1 Special Construction

A. 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 and may include:

- (1) non-recurring type charges
- (2) recurring type charges
- (3) termination liabilities; or
- (4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 6.A preceding may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of
  - a. Equipment and materials provided or used
  - b. Engineering, labor and supervision
  - c. Transportation, and
  - d. Rights of ways;
- (2) Cost of maintenance
- (3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing and related fees;

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SECTION 8. SPECIAL ARRANGEMENTS

8.1 Special Construction (Continued)

B Basis for Cost Computation (Continued)

- (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.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provided or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 8. SPECIAL ARRANGEMENTS

8.1 Special Construction (Continued)

D. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply.

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