

Seamless Geoport Communications, Inc.  
d/b/a Middleburgh Telephone Long Distance  
P.S.C. Tariff No. 2 – Telephone  
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## Section 2 – GENERAL RULES AND REGULATIONS

### 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 cost or expense, suitable space for its plant and facilities in the building, or other premises where service is or will be provided to the customer; or (c) to secure reimbursement of all costs here 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 by the Company, at any location, until the indebtedness is satisfied.

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

### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.2 Limitations on Liability/Customer Indemnification

##### 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; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; for fraudulent or unauthorized calls; and all other claims arising out of any act or omission of the customer or any person using the customer's service, equipment, or facilities, with or without the knowledge or consent of the customer in connection with facilities or services provided by the Company or the customer, or the use of service by the customer. In the event any 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 of any form or nature 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.



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### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.2 Limitations on Liability/Customer Indemnification (cont'd)

##### c. Use of Facilities of Other Companies

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

##### d. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Company or connecting Companies, the services and facilities furnished by the Company and connecting companies are subject to the terms, conditions and limitations set forth herein.

##### e. EXCLUSIVITY OF ALLOWANCE IN ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

No liability of any nature whatsoever, including but not limited to any form of special, punitive or consequential damages, including but not limited to lost profits, revenues, or business or personal opportunities, whether or not in the contemplation of the parties, shall attach to the Company for damages arising from failures, errors, mistakes, omissions, interruptions, delays or defects in transmission of the Company, or supplied in the course of establishing, provisioning, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities and any listings, or failure or inaccuracy in listings, in directories or directory data bases) in the absence of gross negligence or willful misconduct.

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

### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.2 Limitations on Liability/Customer Indemnification (cont'd)

- f. The Company is not liable under any circumstances for:
  - i. Any act or omission of any connecting or underlying carrier or supplier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Company or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Company's service; culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer, or for any act or omission of any governmental or Public Service Agency to which emergency calls are placed.
  - ii. Mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond Company control.
- g. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

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

### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.2 Limitations on Liability/Customer Indemnification (cont'd)

- h. The limitations of liability set forth herein shall apply to any failure, error, omission, or inaccuracy in the provision of, or failure to provide, 911 or E-911 service, and New York Relay Service.
- i. The presence of any limitation of liability language in any portion of this tariff, applicable to a specific service, shall not be deemed to lessen the full limitation of liability set forth in this Section 2 for any service offered under this tariff. In all cases, the strictest limitation of liability language which appears anywhere in this tariff shall apply to or limit the Company's liability.

#### 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.

The customer obtains no property right or interest in any specific type of facility, service, equipment, number, process, or code. All right, title, and interest in such items remain, at all times, solely with the Company.

#### 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 excepted. 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.

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

### 2.1.5 Directory Errors

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

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows;

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Simplex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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

### 2.1.5 Directory Errors (cont'd)

- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Simplex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit Limitations: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms “error,” “mistake” or “omission” shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct after written notice from the customer, and where the error affects the ability to locate a particular subscriber’s correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred.

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

### 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 subscribed 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 determine if the customer has met the minimum period of service obligation.

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

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

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

### 2.3 FLEXIBLE PRICING

#### 2.3.1 General

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

#### 2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- 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 notified the Company of its desire to disconnect service within 20 days of receiving notification of the price increase. Receipt of invoices showing increased prices shall be deemed receipt of such notification.

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

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 or routed through the customer's service or equipment, whether or not made with the consent or knowledge of the customer, and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge whether or not accepted with the permission or knowledge of the customer. Customer is responsible for, and shall indemnify the Company with respect to, any fraudulent charges, whether or not incurred with the knowledge or consent of customer.



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2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of estimated charges (including recurring, non-recurring, and usage charges) for 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.

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

### 2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

#### 2.4.2 Deposits (cont'd)

##### 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. Deposits need not be segregated in separate accounts, but may be intermingled with Company funds.

##### b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, or if the actual or estimated usage or other charges increase, the customer shall be required to pay an additional deposit upon request.

##### c. Return of Deposit

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

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

### 2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

#### 2.4.3 Payment of Charges

- a. 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 due to an Overpayment, defined as payment by the customer in excess of the current amount due to Company error, such refund will be with interest at the unadjusted customer deposit rate or the applicable late payment rate, if any, whichever is higher, 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. The Company does not pay interest on amounts voluntarily paid by customer over the amount due, in the absence of a billing error by the Company.

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

### 2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

#### 2.4.3 Payment of Charges (cont'd)

- a. 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 three months after the bill is rendered.
- b. Except as provided for residential customers, in § 2.11.12, the company may bill for any previously rendered service within the contract statute of limitations period set forth in the Civil Practice Law and Rules.

#### 2.4.4 Return Check Charge

When a check which has been presented to the Company by a customer is payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge not to exceed \$20.00.

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2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the 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%, or the maximum rate allowed by law, whichever is lower, compounded monthly, 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, unless the customer is deemed to owe the disputed amounts to the Company. In such event, late payment charges will apply as of the date payment was originally due. 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 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 – GENERAL RULES AND REGULATIONS (cont'd)

2.5 INSTALLATION SERVICE. The Company provides a Half-Day Installation Plan, which offers residential 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 603.15 of 16 NYCRR for installation service, the rules of the Commission shall prevail. No penalty or liability of any nature shall be imposed on the Company for any failure, regardless of cause or fault, to timely meet any appointment.

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

### 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 school district, city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in 2.20 below.

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, Gross Earnings and Excise Taxes applies to the recurring and nonrecurring rates and charges for all recurring, non-recurring, and usage charges (interstate and intrastate) except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in 2.20 below. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 Village, Municipal or School District Surcharge on Local Utility Gross Revenue Taxes

In certain cities, villages and school districts, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring, non-recurring and usage charges for all services rendered wholly within the municipality 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 assessed at the following rate:

Statutory rate

1 - Statutory rate

The effective date of the surcharge will be no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

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



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2.7 TELEPHONE SURCHARGES (cont'd)

2.7.4 New York State Enhanced 911 (E911) Surcharge

The Company shall collect, upon receipt of forty-five days written notice from a municipality in which the Company provides service, a surcharge established by law for the purposes of maintaining the E-911 system for that municipality.

Each customer, with the exception of Lifeline customers, will be assessed the surcharge on a per-line basis, up to seventy-five lines at a single customer premises.

The Company shall report and remit monies collected under this subparagraph in a manner consistent with law.

The Company shall retain two percent of monies collected under this subparagraph for administrative expenses.

2.7.5 State Universal Service Charge

Company will apply a surcharge on intrastate revenues (recurring and non-recurring) equivalent to the percent assessment from time to time established by the Commission or its agent for Universal Service/High Cost Fund.

2.7.6 Surcharges Subject to Tax

The gross revenue, gross earning, gross income, and excise tax Surcharges, and the Federal Surcharges set forth in 2.8 below, are themselves subject to relevant surcharges, and are therefore “grossed up” or subject to gross revenue and excise tax surcharges. All grossed-up Surcharges, and Federal Surcharges, collected are themselves subject to applicable state and federal taxes, including but not limited to state and local sales taxes, school district taxes, and federal excise taxes.

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2.8 Federal Surcharges

2.8.1 Company will apply the following Federal Surcharges:

2.8.1.1 Number Portability Surcharge

Non-recurring charge per number desired to be ported out, payable upon receipt by Company of request to port number to another carrier:

	<u>Min</u>	<u>Max</u>
	\$0	\$150
2.8.1.2	Subscriber Line Surcharge (also referred to as End User Common Line (EUCL) Charge)	

Monthly Charge per network access line or (for business customers) per Call Path.

<u>Min</u>	<u>Max</u>
\$0	Not to exceed maximum per Business Line EUCL charge authorized for Verizon New York

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2.8 Federal Surcharges (cont'd)

2.8.1.3 Federal Universal Service Charge

Company will apply a surcharge on Customer's interstate and international revenues equivalent to the percentage assessment from time to time established and levied on Company's interstate and international revenues by the FCC.

2.8.1.4 Primary Interexchange Company Charge

Company will assess a monthly Primary Interexchange Company Charge (PICC) on Customer's Interexchange Company for each network access line presubscribed by Customer to such Interexchange Company.

The level of such charge shall be equivalent to the per line PICC assessed by Verizon New York on Primary Interexchange Companies to which Verizon's business or residential customers presubscribed.

In the event a Customer does not presubscribe its network access lines to a primary interexchange, the PICC will be assessed on Customer for each non-presubscribed line.

2.8.1.5 Recurring Number Portability Surcharge

Company will assess a monthly recurring surcharge on a per line or per Call Path basis, equivalent to the rate charged by Verizon New York for comparable service.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

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

- A. Termination shall not be made until at least 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.
- C. The Company may issue a combined written notice of Suspension and Termination.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. 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 23<sup>rd</sup> through December 26<sup>th</sup> or December 30<sup>th</sup> through January 1<sup>st</sup>.

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2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 633 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in 2.11.12.
- f. Where the Company provides a bundled service, nonpayment of the non-telephone portion of the bundled rate. Provided, however, the Company may discontinue provision of the entire bundled service, and provide only telephone service.

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

### 2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

#### 2.9.3 Verification of Nonpayment

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

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

### 2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

#### 2.9.4 Termination for Cause Other Than Nonpayment

##### a. General

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

1. In the event of prohibited, unlawful or improper use of the facilities or service, any violation of any provision of this tariff or any customer contract; any other violation by the customer of the rules and regulations governing the facilities and service furnished or any relevant provision of law, 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; where unlawful conduct harmful to any person is occurring; or at the request of a law enforcement agency; 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, service may be terminated by the Company unless the customer satisfies the prior indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

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2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 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, in such a manner, or 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. [Reserved]
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.



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

### 2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

#### 2.9.4 Termination for Cause Other Than Nonpayment (cont'd)

##### c. Abandonment or Unauthorized Use of Facilities

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

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 without charge 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.

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

### 2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

#### 2.9.5 Emergency Termination of Service

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

#### 2.9.6 Emergency Termination Upon Discovery of Fraud

The Company may, but shall have no obligation to, immediately terminate service upon discovery of fraudulent calling on the customer's lines or service, and in such event the Company shall provide prompt notice thereof to customer. No customer shall have any right or expectation the Company will discover any fraudulent calling, or terminate service in the event of such discovery, and Company shall have no duty or obligation to monitor customer's lines or service for fraudulent calling; notify customer of such fraudulent calling; or terminate service in the event of such fraudulent calling.

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

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 apply to service furnished:
  1. In office buildings, stores, factories and all other places of a business nature, including residential premises from which the customer originates or receives business or employment related (as opposed to personal) communications;
  2. Subject to (a.) (1) above, 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 premises of organized religion except when service is provided to an individual of the clergy for personal use only and business service is already established for the organized religion at the same location;
  3. At any location when the listing or public advertising (including internet listings) 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;
  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.

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

### 2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (cont'd)

#### 2.10.2 Telephone Number Changes

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

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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

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

#### 2.10.3 Dishonored Checks

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

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

### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

#### 2.11.1 [RESERVED]

#### 2.11.2 [RESERVED]

#### 2.11.3 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 with any telecommunications carrier 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.

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

### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.3 Deposits (cont'd)

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

#### 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.
3. The Company shall not require any Lifeline customer who elects to receive Toll Restriction service to post a deposit.

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### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.3 Deposits (cont'd)

##### c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated 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, 2.11.7 below.)

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.

#### 2.11.4 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.

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

### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.4 Installment Billing for Nonrecurring Charges (cont'd)

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;
- 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.



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

### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.5 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.

#### 2.11.6 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 2.9.1, 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 the hours of 8 a.m. and 4 p.m. Monday through Thursday, 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.
- 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.

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### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.7 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 months' service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible customer a DPA 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 DPA 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 DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

#### 2.11.8 Dishonored Checks

When a check 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 within the past 12 months.

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2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS  
(cont'd)

2.11.9 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.

2.11.10 Suspension or Termination – Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 633.5, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 633.5, 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.

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### 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

#### 2.11.11 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. 633.5, or
- b) The customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In case 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.

#### 2.11.12 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 was fraudulent, intended to avoid lawful charges, or otherwise 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.

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

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

### 2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a prorate 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.

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

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

- 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.  $\frac{1}{30}^{\text{th}}$  of the monthly rate if it is the first interruption in the same billing period.
    - b.  $\frac{2}{30}^{\text{ths}}$  of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. If interruption continues for more than 24 hours:
    - a. If caused by storm, fire, flood or other condition out of Company's control,  $\frac{1}{30}^{\text{th}}$  of the monthly rate for each 24 hours of interruption.
    - b. For other interruption,  $\frac{1}{30}$  of the monthly rate for the first 24 hours and  $\frac{2}{30}^{\text{ths}}$  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  $\frac{2}{30}^{\text{ths}}$  allowance applies to the first 24 hours of the second and subsequent interruptions

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

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

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

ii. (cont'd)

d. In no event will the aggregate of interruption allowances in any month exceed the monthly recurring charge for the service experiencing the interruptions.

e. Credit to Customer

Credit 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.

f. "Interruption" Defined

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

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

### 2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

#### 2.12.2 Limitations on Credit Allowances

No credit allowances will be made for:

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



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

### 2.13 AUTOMATIC NUMBER IDENTIFICATION

#### 2.13.1 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:

- 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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### 2.13 AUTOMATIC NUMBER IDENTIFICATION

#### 2.13.1 Regulations (cont'd)

- 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) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 6) 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.

#### 2.13.2 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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2.14 LIMITATIONS ON SERVICE

Service is offered by the Company subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by the Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company, and other local exchange carriers.

2.15 PROVISION OF BILLS

Customers shall receive a single copy of invoices or billing statements following conclusion of the billing cycle. Duplicate copies will be provided on reasonable request by a customer at a charge of twenty-five cents for each page of the bill provided.

2.16 LOCAL CHARGES

In certain instances, customer may be subject to local telephone company charges or message unit charges to access the Company's services or facilities. Company is not responsible for any such charges.

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

### 2.17 TECHNICAL OBLIGATIONS OF THE CUSTOMER

The facilities provided hereunder by the Company may be terminated in subscriber provided terminal equipment or subscriber-provided communication systems. All such equipment must be standard, established by regulatory authority. When such terminations are made, the subscriber shall comply with minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry of other appropriate criteria as may be prescribed by the Company.

The customer will be responsible for insuring that customer-provided signals will not result in interference with any of the services provided by the Company or interfere with others using services provided by the Company. Physical arrangements for protection of the Company's facilities, serving the subscriber, shall be employed, if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the inter-city channel facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper type bandwidth, and other technical parameters, so as not to damage the Company's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Company's equipment on his premises.

The equipment and facilities which are connected with those of the Company shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Company. Such equipment and facilities shall be suitable to avoid hazard or damage to Company's plant or of injury to Company's employees or to the public because of the character of location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Company at the subscriber's expense.

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2.17 TECHNICAL OBLIGATIONS OF THE CUSTOMER (cont'd)

Upon notice from the Company that the equipment or facilities of the subscriber, or of others so authorized to be connected, is caused or is likely to cause hazard of interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.

The Company reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Company's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees, agents, or contractors.

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

### 2.18 CANCELLATION OF APPLICATION FOR SERVICE

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction or special design or engineering work, no charge applies.

Where installation of service or special design or engineering work has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any.

Where special construction has been started prior to cancellation, a charge equal to costs incurred in the special construction, less net salvage, applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have been placed in service. Installation or special construction for a subscriber or applicant is placed in service. Installation or special construction for a subscriber or applicant is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided that the subscriber or applicant has advised the Company in writing to proceed with the installation or special construction.

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

### 2.19 SERVICE START DATE

For billing of fixed charges, service is considered to be established on the day following the day in which the Company notified the subscriber of completion of installation and testing of the Company's channels and equipment, unless otherwise specified in this Tariff.

### 2.20 TELEPHONE SURCHARGES

#### 1. New York State Surcharges

Services Provided <u>For Resale</u>	Separately Stated Intra-Lata Toll <u>Services</u>	All Other <u>Services</u>
0.4%	2.8%	3.1%

#### 2. Municipal/Local Surcharge

Statutory Tax Rate  
1 – Statutory Tax Rate