

EARTHGRID PBC  
New York Customer Service Guide  
Effective Date: May 10, 2022

Local Exchange Service  
Leaf: 1  
Revision: 0  
Superseding Revision:

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EARTHGRID PBC  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL AND INTEREXCHANGE  
COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK  
Applicable in New York State

### **CONTACTING THE COMPANY WITH A COMPLAINT**

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: [info@earthgrid.io](mailto:info@earthgrid.io)
- By Phone:  
Customer Service 833-327-8441
- By Mail:

EarthGrid PBC  
1 W Barrett Avenue, Suite 5  
Richmond, CA 94801

### **CONTACTING THE PUBLIC SERVICE COMMISSION**

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:  
  
Helpline (for complaints/inquiries):  
1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax
- By Mail:

NYS Department of Public Service  
Office of Consumer Services, 4<sup>th</sup> Floor  
3 Empire State Plaza  
Albany, NY 12223-1350

### EXPLANATION OF SYMBOLS

- (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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## CUSTOMER SERVICE GUIDE FORMAT

- A. Leaf Numbering** - Leaf numbers appear in the upper right corner of the Leaf and are numbered sequentially. However, new Leafs are occasionally added to the customer service guide. When a new Leaf is added between Leafs already in effect, a number is added. For example, a Leaf added between Leaf 14 and 15 would be 14.1
- B. Leaf Revision Numbers** - Revision numbers also appear in the upper right corner of each Leaf. These numbers are used to determine the most current Leaf version on file with the NYDPS. For example, the 4th Revised Leaf 14 cancels the 3rd Revised Leaf 14. Because of various suspension periods, deferrals, etc. the NYDPS follows in its customer service guide approval process, the most current Leaf number on file with the NYDPS is not always the customer service guide Leaf in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

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### **APPLICATION OF CUSTOMER SERVICE GUIDE**

This customer service guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by EARTHGRID PBC, hereinafter referred to as the Company, to Customers within the state of New York. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This customer service guide is annually filed with the Department of Public Service in Matter 14-00702. In addition, this customer service guide is available for review at the main office of EARTHGRID PBC at 1 W. Barrett Ave., Ste 5, Richmond, CA 94801.

## SECTION 1 - DEFINITIONS

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorized User** - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** - EARTHGRID PBC, the issuer of this customer service guide.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this customer service guide.

**Customer Premises** - A location, or equipment, designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

## SECTION 1 – DEFINITIONS (CONT'D.)

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**EarthGrid** - EARTHGRID PBC, issuer of this customer service guide.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**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.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Customer Service Guide by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Customer Service Guide, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Customer Service Guide or by applicable law.

## SECTION 1 – DEFINITIONS (CONT'D.)

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

**Nonrecurring Charge (“NRC”)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.



## SECTION 1 – DEFINITIONS (CONT'D.)

**Point of Presence (“POP”)** - The Point of Presence.

**Premises** - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service(s)** - Telecommunications Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission.

**Service Commencement Date** - 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 customer service guide, 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.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this customer service guide.

### SECTION 1 – DEFINITIONS (CONT'D.)

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this customer service guide.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish telecommunications service pursuant to the terms of this customer service guide in connection with one-way and/or two-way information transmission originating from points within the State of New York.

The Company is responsible under this customer service guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The Company arranges for installation, operation, and maintenance of the communications services provided in this customer service guide for Customers in accordance with the terms and conditions set forth under this customer service guide. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this customer service guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days (30), 24-hours per day. For the purpose of computing charges in this customer service guide, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B. Except as otherwise stated in the customer service guide, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this customer service guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this customer service guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated by Company upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this customer service guide;
  - 2. the Customer is using the service in violation of the law, or
  - 3. the Customer is in violation of written Service Order terms.
- E. This customer service guide shall be interpreted and governed by the laws of the State of New York.

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.3 Terms and Conditions (Cont'd.)

- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 Limitations on Liability (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 Limitations on Liability (Cont'd.)

##### D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.



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

### **2.1 Undertaking of the Company (Cont'd.)**

#### **2.1.4 Limitations on Liability (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** 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 use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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

### **2.1 Undertaking of the Company (Cont'd.)**

#### **2.1.4 Limitations on Liability (Cont'd.)**

##### **H. With respect to Emergency Number 911 Service:**

Switched Services with access to 911 are not offered by the Company at this time.

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

### **2.1 Undertaking of the Company (Cont'd.)**

#### **2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the 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.

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this customer service guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

### **2.1 Undertaking of the Company (Cont'd.)**

#### **2.1.6 Provision of Equipment and Facilities (Cont'd.)**

- F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this customer service guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this customer service guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment.

#### **2.1.7 Non-routine Installation**

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

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

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this customer service guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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

### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this customer service guide will apply.

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

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with customer service guide regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this customer service guide and written Service Orders;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;



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

### 2.3 Obligations of the Customer (Cont'd.)

#### 2.3.1 General (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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

### 2.3 Obligations of the Customer (Cont'd.)

#### 2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

Service includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this customer service guide. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this customer service guide.

#### 2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

### 2.4 Customer Equipment and Channels (Cont'd.)

#### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the customer service guides of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this customer service guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this customer service guide. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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

### 2.4 Customer Equipment and Channels (Cont'd.)

#### 2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of network services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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

### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this customer service guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.2 Billing and Collection of Charges (Cont'd.)

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law. 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).
- F.** A charge of \$20.00 (twenty dollars) or the current allowable amount will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.



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

### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.3 Customer Overpayments

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

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

#### 2.5.4 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Department of Public Service, Three Empire State Plaza, Albany, New York 12223.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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

### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.5 Advance Payments

The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

#### 2.5.6 Deposits

The Company does not require deposits.

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

### 2.6 Discontinuance of Service

#### 2.6.1 Suspension or Termination for Nonpayment

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

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

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

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

### 2.6 Discontinuance of Service (Cont'd.)

#### 2.6.2 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 services that 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 Department of Public Service Rules and Regulations contained in Part 609 of 16 NYCRR.

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

- E. Nonpayment of backbilled amounts.

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

### **2.6 Discontinuance of Service (Cont'd.)**

#### **2.6.3 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 Department of Public Service, 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.

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

### 2.6 Discontinuance of Service (Cont'd.)

#### 2.6.4 Termination for Cause Other Than Nonpayment

##### A. General

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

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

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

### 2.6 Discontinuance of Service (Cont'd.)

#### 2.6.4 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 Customer service guide charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

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

### 2.6 Discontinuance of Service (Cont'd.)

#### 2.6.4 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:
  - No charge shall apply for the period during which service had been terminated, and
  - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

##### D. Change in the Company's Ability to Secure Access

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



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

### **2.6 Discontinuance of Service (Cont'd.)**

#### **2.6.5 Emergency Termination of Service**

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

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

### 2.7 Cancellation of Application for Service

- 2.7.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.3 will be calculated and applied on a case-by-case basis.

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

### **2.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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

### 2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this customer service guide 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 in 2.9.1 for the part of the service that the interruption affects.

#### 2.9.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

### 2.9 Allowances for Interruptions in Service (Cont'd.)

#### 2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F.** 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;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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

### 2.9 Allowances for Interruptions in Service (Cont'd.)

#### 2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

#### 2.9.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions over two hours. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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

**2.9 Allowances for Interruptions in Service (Cont'd.)**

**2.9.4 Application of Credits for Interruptions in Service (Cont'd.)**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 2 hours	None
Over 2 hours	Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours

B = total monthly charge for affected service

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

### **2.9 Allowances for Interruptions in Service (Cont'd.)**

#### **2.9.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

### **2.10 Use of Customer's Service by Others**

#### **2.10.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this customer service guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.



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

### 2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

#### 2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Nonrecurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Customer service guide for the balance of the then current term;

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

### **2.12 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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

### 2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

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

### 2.14 Customer Liability for Fraud and Unauthorized Use of the Network

Fraud and unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this or other Company customer service guide(s).

It is the exclusive responsibility of the Customer to prevent the occurrence of fraud, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud, the theft of long distance service), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not the Company takes any actions to stop or block unauthorized or fraudulent use of service.

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

### 2.15 Notices and Communications

- 2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3** Except as otherwise stated in this customer service guide, all notices or other communications required to be given pursuant to this customer service guide will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

### 2.16 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.

#### 2.16.1 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 Section at the end of this customer service guide. 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 section as directed or approved by the Department.

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

### 2.16 Taxes, Fees and Surcharges (Cont'd.)

#### 2.16.2 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 Section at the end of this customer service guide.

The surcharge rate section 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.

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

### **2.17 Miscellaneous Provisions**

#### **2.17.1 [Reserved for Future Use]**

#### **2.17.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Department rules shall be kept on file in the office of the Company as required under Department rules.



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

### 2.19 Automatic Number Identification

#### 2.19.1 Regulations

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

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

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

### **2.19 Automatic Number Identification (Cont'd.)**

#### **2.19.1 Regulations (Cont'd.)**

- D.** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
  
- E.** 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.

#### **2.19.2 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.

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

### 2.20 School and Libraries Discount Program

#### 2.20.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this customer service guide at a discounted rate, 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 Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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

### 2.20 School and Libraries Discount Program (Cont'd.)

#### 2.20.2 Regulations

- A. Obligation of eligible schools and libraries
  - 1. Request for service
    - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
    - c. Service requested will be used for educational purposes.
    - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- B. Obligations of the Company
  - 1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this customer service guide. Those services contained in this customer service guide which are excluded from the discount program, in accordance with the Rules are included as an attachment to this customer service guide.
  - 2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price).
  - 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this customer service guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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

### **2.20 School and Libraries Discount Program (Cont'd.)**

#### **2.20.3 Discounted Rates for Schools and Libraries**

- A.** Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B.** The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C.** The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D.** The discount matrix for eligible schools, libraries and consortia is included as an attachment to this customer service guide.

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

### 2.21 Health Care Providers Support Program

#### 2.21.1 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 Customer Service Guide. 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.

#### 2.21.2 Regulations

- A. 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.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. 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.

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

### 2.21 Health Care Providers Support Program (Cont'd.)

#### 2.21.2 Regulations (Cont'd.)

##### D. Responsibility of eligible health care providers

1. 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.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. 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.
4. 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.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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

### 2.21 Health Care Providers Support Program (Cont'd.)

#### 2.21.2 Regulations (Cont'd.)

##### E. Responsibility of the Company

1. 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 customer service guides specified in 2.20.1. preceding.
2. 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.
3. 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.



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

### 2.21 Health Care Providers Support Program (Cont'd.)

#### 2.21.3 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:

- A. 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.
- B. 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.
- C. 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.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

#### 2.22.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede customer service guide language contained herein.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.1 General (Cont'd.)

- B.** The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.2 TSP Request Process

##### A. Restoration

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

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

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

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. 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.
5. Submit the SF 315 to the OPT.
6. 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.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.2 TSP Request Process (Cont'd.)

##### B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.21.2.A 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 in 2.21.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.3 Responsibilities of the End-User

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

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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

### 2.22 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

#### 2.22.5 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.

### 2.23 Critical Facilities Administration

#### 2.23.1 Program Overview

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



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

### 2.23 Critical Facilities Administration (Cont'd.)

#### 2.23.2 Customer Obligations

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

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

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

### 2.23 Critical Facilities Administration (Cont'd.)

#### 2.23.3 Carrier Obligations

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

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

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

**2.23 Critical Facilities Administration (Cont'd.)**

**2.23.4 Rates**

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

	Minimum	Maximum
Per Hour	\$xx.xx	\$xx.xx

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

### 2.23 Caller ID Unblocking

#### 2.23.1 311 / 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.

#### 2.23.2 211 / 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.

## SECTION 3 - SERVICE AREAS

### 3.1 Service Areas

Dedicated local and interexchange services are offered, subject to availability of facilities and equipment, in all areas currently served by the following incumbent LECs:

- 1) Verizon

## SECTION 4 – DESCRIPTION OF SERVICES

### 4.1 Data Access Service

Data Access Service provides a Customer with a high-speed conduit to other locations of the Customer or to other telecommunications end user Customers in point-to-point or point-to-multi-point configurations. The Company provides Customers with a standard physical interface that is used to map the Customer to one or more services. This service is available at varying speeds up to 10 Gbps.

### 4.2 Other Service

Other services, including point-to-point high-speed private line service, network management services, Co-location service, and Back-haul services may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as geographic area, availability of facilities and other factors.

### 4.3 Individual Base Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Any such ICB rates will be made available to the Commission upon request.

### 4.4 Dual Party Relay Service

Not applicable. The Company does not offer switched services at this time.

### 4.5 911 Emergency Telephone Service

Not applicable, the Company does not offer switched services at this time.

### 4.6 Transmission Service and Facilities

The Company provides resold and facilities-based intrastate Service and facilities, including private line and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. ICB rates will be offered to requesting Customers in writing and on a non-discriminatory basis.

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## SECTION 5 – RATES AND CHARGES

### 5.1 Rates

#### 5.1.1 General

- A. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Price list.
- B. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- C. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

<u>Bandwidth</u>	<u>NRC</u>	<u>MRC</u>
Up to 10 Gbps	ICB	ICB
Service Change Fee:	ICB	ICB

#### D. Returned Check Charge

When a check that 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 (see below). This charge will be in addition to any charges assessed by any bank.

Returned Check Charge.           \$20.00

**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges**

**5.2.1 Statement of Surcharges for State Excise Tax on Telecommunications Services and Gross Earnings Tax (Gross Revenue Tax)**

The Gross Revenue Tax Surcharge rate:

Period	Surcharge
February 2000 and beyond	2.9405%



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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Airmont	5555	.00255
Akron	6183	.00712
Albany	5001	.00784
Albion	6391/6396	.00811
Alden	6151	.00631
Alexandria Bay	8621	.00672
Allegany	6031	.00651
Altamont	5015	.00595
Amityville	7071	.00340
Amsterdam	5151	.00939
Angola	6172	.00623
Arcade	6421	.00770
Ardsley	2069	.00281
Asharoken	7098	.00204
Atlantic Beach	7147	.00315
Attica	6419/6423	.00614
Auburn	4040	.00888
Aurora	4053	.00646
Babylon	7072	.00269
Baldwinsville	7505/7758	.00559
Ballston Spa	5261/5272	.00414
Batavia	6214	.00908
Bath	7665	.00753
Bayville	7043	.00360

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Beacon	5061	.01015
Bellerose	7048	.00410
Belle Terre	7122	.00195
Bellport	7074	.00196
Binghamton	7482	.00773
Black River	8269/8272	.00639
Blasdell	6174	.00629
Brightwaters	7091	.00219
Bronxville	2066	.00475
Brookville	7137	.00299
Brownville	8276	.00640
Buffalo	6158	.02660
Camden	8417	.00616
Camillus	7735	.00605
Canaseraga	7006	.00628
Canastota	8364	.00615
Canisteo	7670	.00606
Canton	8282	.00380
Carthage	8283	.00727
Castleton-on-Hudson	5248	.00609
Catskill	5133	.00774
Cattaraugus	6056	.00626
Cayuga	4042	.00608
Cayuga Heights	7751	.01009
Cedarhurst	7063	.00353
Chestnut Ridge	5552	.00266
Chittenango	7374	.00614
Clayton	8624	.00634
Cleveland	7542	.00631
Clyde	7837	.00618
Cobleskill	5852	.00634

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Cohoes	5005	.00564
Colonie	5008	.00278
Cooperstown	8579/8587	.01055
Corning	7674	.01069
Cornwall	5185	.00838
Cortland	7162	.00874
Cove Neck	7102	.00289
Croton-on-Hudson	2063	.00339
Deferiet	8287	.00607
Depew	6160/6178	.00349
Dobbs Ferry	2070	.00324
Dolgeville	8212/8245	.00619
Dunkirk	6102	.00954
East Aurora	6155	.00418
East Hampton	7093	.00342
East Hills	7128	.00216
East Rockaway	7022	.00359
East Syracuse	7476	.00370
East Williston	7056	.00403
Elbridge	7478	.00610
Elmira	7516	.00778
Elmira Heights	7517/7520	.00622
Elmsford	2071	.00296
Endicott	7499	.00370
Farmingdale	7040	.00344
Farnham	6157	.00695
Fayetteville	7763	.00364
Fishkill	5067	.00259
Floral Park	7023/7033	.00418
Flower Hill	7125	.00302

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Fort Ann	8473	.00810
Fort Edward	8430	.00531
Frankfort	8235	.00799
Freeport	7024	.00437
Galway	5259	.00602
Garden City	7044/7145	.00439
Geneva	7351	.00939
Glen Cove	7042	.00475
Glenpark	8278/8305	.00393
Glens Falls	8407	.00744
Gouverneur	8310	.00575
Gowanda	6061/6165	.00622
Grand View-on Hudson	5536	.00299
Great Neck	7049	.00309
Great Neck Estates	7034	.00253
Great Neck Plaza	7120	.00348
Greenwich	8426/5433	.00847
Greenwood Lake	5525	.00498
Groton	7746	.00357
Hamburg	6175	.00333
Hamilton	8361	.00684
Harrison	2076	.00847
Hastings-on-Hudson	2072	.00326
Haverstraw	5533	.00417
Head of the Harbor	7114	.00230
Hempstead	7025	.00461
Herkimer	8240	.00732
Hewlett Bay Park	7113	.00242
Hewlett Harbor	7067	.00225
Hewlett Neck	7103	.00206

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Highland Falls	2194	.00855
Hillburn	5541	.00326
Hobart	8205	.00638
Homer	7163/7169	.00608
Hoosick Falls	5234	.00608
Hornell	7680	.01055
Hudson	5032	.01117
Hudson Falls	8438	.00499
Huntington Bay	7097	.00193
Ilion	8237	.00727
Irvington	2073	.00323
Island Park	7068	.00274
Ithaca	7748	.00784
Johnson City	7500	.00337
Jordan	7738	.00805
Kaser	5554	.00248
Kenmore	6188	.00264
Kensington	7047	.00268
Kings Point	7051	.00215
Kingston	5366	.00731
Lackawanna	6180	.00463
Lake George	8410	.00756
Lake Grove	7149	.00257
Lack Placid	8534	.00684
Lake Success	7059	.00403
Lancaster	6179	.00395
Lansing	7760	.00641
Larchmont	2079	.00384
Lattingtown	7130	.00366
Laurel Hollow	7057	.00199

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Lawrence	7064	.00336
Lewiston	6324	.00778
Liberty	5337	.00620
Lindenhurst	7096	.00248
Little Falls	8243	.01155
Liverpool	7496	.00772
Lloyd Harbor	7100	.00188
Lockport	6326	.00854
Long Beach	7027	.00446
Lynbrook	7028	.00382
Lyndonville	6405	.00615
Lyons	7825	.00621
Macedon	7824	.00736
Malone	8563	.00946
Malverne	7045	.00340
Mamaroneck	2080/2100	.00389
Manorhaven	7121	.00404
Massapequa Park	7135	.00337
Massena	8328/8350	.01131
Matinecock	7110	.00352
McGraw	7164	.00603
Mechanicville	5269	.00612
Medina	6401/6403	.00948
Mexico	7551	.01059
Middleport	6322/6335	.01031
Millbrook	5089	.01015
Mineola	7035/7146	.00489
Minoa	7778	.00259
Montebello	5553	00249

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Monticello	5343	.00650
Montour Falls	7609/7604	.00966
Moravia	4059	.00862
Mount Kisco	2087	.00332
Mount Vernon	2085	.00423
Munsey Park	7119	.00291
Muttontown	7129	.00242
Newark	7826	.00955
Newburgh	5202	.00687
New Hempstead	5551	.00243
New Hyde Park	7108/7109	.00429
New Paltz	5372	.00487
New Rpchelle	2088	.00602
New Square	5547	.00203
New York City		
Brooklyn	1500	.02234
Bronx	1001	.02234
Manhattan	1002	.02234
Queens	1600	.02234
Staten Island	1400	.02234
Rikers Island	1300	.02234
Niagara Falls	6330	.00981
North Collins	6185	.00609
North Haven	7139	.00261
North Hills	7117	.00279
North Hornell	7709	.00525
Northport	7080	.00301
North Syracuse	7779/7782	.00348
North Tonawanda	6339	.00597
Norwood	8332/8380	.00935

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Nyack	5537/5545	.00352
Oakfield	6225	.00751
Ocean Beach	7094	.00330
Ogdensburg	8381	.01138
Old Brookville	7118	.00371
Old Field	7101	.00166
Old Westbury	7143/7050	.00277
Olean	6057	.00927
Oneida	8370/8732	.00845
Oneonta	8591	.01180
Orchard Park	6194	.00280
Ossining	2093	.00307
Oswego	7554	.01158
Owego	7720	.00619
Oyster Bay Cove	7136	.00242
Painted Post	7677	.00605
Palmyra	7823	.00613
Patchogue	7075	.00307
Peekskill	2064	.00377
Pelham	2095	.00342
Pelham Manor	2096	.00282
Penn Yan	7466/7472/7784	.00745
Philmont	5024	.00460
Piermont	5538	.00234
Plandome	7036	.00289
Plandome Heights	7116	.00317
Plattsburgh	8521	.00879
Pleasantville	2084	.00416
Pomona	5548/5548	.00183
Port Chester	2101	.00410



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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Port Dickinson	7487	.01105
Port Jefferson	7148	.00337
Portville	6063	.00613
Port Washington North	7142	.00357
Potsdam	8387	.01066
Poughkeepsie	5079	.00664
Quogue	7111	.00317
Rensselaer	5242	.00450
Richfield Springs	8884	.00652
Richville	8389	.00610
Riverside (Steuben Cty)	7708	.00611
Rockville Centre	7030	.00389
Rome	8433/8452	.01150
Roslyn	7138	.00356
Roslyn Estates	7126	.00275
Roslyn Harbor	7133/7134	.00283
Round Lake	5265	.00438
Russell Gardens	7131	.00299
Rye	2102	.00316
Rye Brook	2099	.00335
Sackets Harbor	8297	.00640
Saddle Rock	7037	.00220
Sag Harbor	7078/7086	.00340
Salamanca	6068	.01162
Saltaire	7092	.00378
Sands Pont	7038	.00281
Saranac Lake	8535/8538/8561	.00639
Saratoga Springs	5279/5280	.00926
Scarsdale	2103	.00317
Schaghticoke	5245	.00461

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Schenectady	5306	.00649
Scotia	5302	.00611
Sea Cliff	7041	.00426
Seneca Falls	7640	.00876
Sharon Springs	8863	.00637
Silver Creek	6114	.00971
Skaneateles	7771	.00375
Sleepy Hollow	2083	.00399
Sloan	6161	.00613
Sloatsburgh	5511	.00342
Sodus Point	7818	.00635
Solvay	7755	.00288
South Dayton	6081	.00610
South Floral Park	7055	.00408
South Glens Falls	5274	.00443
Southampton	7087	.00325
South Nyack	5539	.00302
Spring Valley	5542/5546	.00449
Springville	6167	.00609
Stamford	8112/8113	.00626
Stewart Manor	7107	.00403
Suffern	5543	.00354
Sylvan Beach	8453	.00575
Syracuse	7501	.00824
Tarrytown	2074	.00321
The Branch	7104	.00285
Thomaston	7132	.00307
Tonawanda	6189	.00451
Troy	5250	.00702
Tuckahoe	2067	.00510

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**55.2 Taxes, Fees and Surcharges (Cont'd.)**

**5.2.2 Municipal Surcharge for Local Utility Gross Revenue Taxes (Cont'd.)**

<u>Locality</u>	<u>Tax District Code</u>	<u>Municipal Surcharge</u>
Tully	7774	.00602
Tupper Lake	8545	.00618
Union Springs	4066	.00626
Upper Brookville	7141	.00294
Upper Nyack	5531	.00265
Utica	8441	.00913
Valley Falls	5240/5246	.00602
Valley Stream	7052	.00388
Victory Mills	5278	.00847
Voorheesville	5014	.00595
Waddington	8395	.00894
Wappingers Falls	5087/5078	.00402
Waterloo	7633/7644	.01000
Watertown	8314	.00950
Watervliet	5007	.00369
Watkins Glen	7605/7612	.00629
Weedsport	4044	.00624
Wellsville	6016	.00632
Wesley Hills	5550	.00245
Westbury	7140	.00425
West Carthage	8396	.00403
West Hampton Beach	7115	.00340
West Haverstraw	5534	.00369
White Plains	2105	.00622
Williamsville	6153/6195	.00233
Williston Park	7058	.00459
Wolcott	7840/7841	.00615
Woodridge	5334	.00657
Woodsburgh	7065	.00263
Yonkers	2107	.01731
Youngstown	6333	.00809

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**SECTION 5 – RATES AND CHARGES (CONT'D.)**

**5.3 Rate Elements**

- A.** Nonrecurring and monthly recurring rates apply for each Dedicated Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

	Minimum	Maximum
Nonrecurring Charge:		
- Initiate and Establish Service	ICB	ICB
Monthly Charges:		
- Each Service Line	ICB	ICB

- B.** Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective Customer for service which vary from Price list arrangements. Rates quoted in response to such requests may be different for Price list services than those specified for such service in the Rate Section. ICB rates will be offered to Customers in writing and will be made available to the Commission upon request.

**5.4 Transmission Service and Facilities**

Dedicated High-Capacity Transmission Services	Monthly Rate ICB
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