

SNiP LiNK, LLC

CPCN Case No. 00-C-1674

100-A Twinbridge Drive

Pennsauken, NJ 08110

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SERVICES WITHIN

THE STATE OF NEW YORK

This Tariff P.S.C. No. 2 supercedes and replaces in its entirety

Tariff P.S.C. No. 1

currently on file with the Commission.

Rules and regulations applicable for furnishing of Intrastate Interexchange Services by SNiP LiNK, LLC between one or more points in the State of New York as authorized by the New York Public Service Commission. This tariff is on file with the New York Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at SNiP LiNK, LLC's principal place of business, 100-A Twinbridge Drive, Pennsauken, NJ 08110.

CHECK SHEET

The pages of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

* signifies new or revised pages

TABLE OF CONTENTS

CHECK SHEET..... 2
TABLE OF CONTENTS..... 3
SYMBOLS..... 5
TARIFF FORMAT..... 6
SECTION 1. DEFINITIONS..... 7
SECTION 2. TERMS AND CONDITIONS..... 9
2.1 Application of Tariff..... 9
2.2 Shortage of Equipment or Facilities..... 9
2.3 Use and Availability of Service..... 10
2.4 Liability of the Company..... 11
2.5 Notification of Service-Affecting Activities..... 13
2.6 Provision of Equipment and Facilities..... 14
2.7 Nonroutine Installation..... 15
2.8 Ownership of Facilities..... 16
2.9 Prohibited Uses..... 16
2.10 Obligations of the Customer..... 16
2.11 Claims..... 17
2.12 Customer Equipment and Channels..... 19
2.13 Inspections..... 20
2.14 Payment Arrangements..... 21
2.15 Contested Charges..... 27
2.16 Allowances for Interruptions in Service..... 28
2.17 Cancellation of Service..... 32
2.18 Transfers and Assignments..... 32
2.19 Notices and Communications..... 33
2.20 Individual Case Basis (ICB) Arrangements..... 33
2.21 Temporary Promotional Programs..... 33
2.22 Additional Provisions Applicable to Residential Customers..... 34
2.23 Telecommunications Service Priority..... 44

TABLE OF CONTENTS (Cont.)

SECTION 3. EXPLANATION OF RATES..... 50

3.1 Calculation of Rates..... 50

3.2 Surcharge for Payphones 50

3.3 Flexible Pricing..... 51

SECTION 4. DESCRIPTIONS OF SERVICES 52

4.1 1+ Intrastate Long Distance Service..... 52

4.2 Toll Free Service..... 52

4.3 Calling Plans 52

4.4 Toll Directory Assistance 53

4.5 Intrastate Calling Card Service..... 53

4.6 Miscellaneous Services..... 54

SECTION 5. SUPPLEMENTAL SERVICES..... 55

5.1 Blocking Service..... 55

SECTION 6. SPECIAL SERVICES AND PROGRAMS..... 58

6.1 Special Equipment for the Hearing or Speech Impaired Customer..... 58

6.2 Discounted Service for the Hearing or Speech Impaired Customer..... 58

6.3 New York Relay Service 60

6.4 Schools and Libraries Discount Program 62

6.5 Health Care Providers Support Program..... 67

SECTION 7. RATE SCHEDULES 71

SYMBOLS

The following are the only symbols used for the purposes indicated below:

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

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added to the page number. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page 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.3(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk(*). There will be no other symbols used on the check sheet if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1. DEFINITIONS

Authorized User – Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

Billed Party – The person or entity responsible for payment of the Company’s service. The Billed Party is the Customer associated with the Telephone Number used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Call – A completed connection between the calling and the called station.

Calling Station – The telephone number from which a call originates.

Called Station – The telephone number called.

Commission – New York Public Service Commission.

Common Carrier – A company or entity providing telecommunications services to the public.

Company – SNIP LINK, LLC.

Customer – A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

SECTION 1. DEFINITIONS (Cont'd)

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

Fiber Optic Cable – A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple reflections to a receiver, which translates a message.

Holiday – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Night/Weekend ("N/Wkd") – The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Prepaid Calling Card – A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

Service Order – The written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the service commencement date.

User – Customer or any Authorized User.

SECTION 2. TERMS AND CONDITIONS**2.1 Application of Tariff**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance services provided by the Company in New York. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

2.2. Shortage of Equipment or Facilities

- 2.2.1 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.
- 2.2.2 The furnishing of service under this tariff is subject to the availability in 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. TERMS AND CONDITIONS (Cont'd)**2.3 Use and Availability of Service**

- 2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.3.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.3.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.7 Service temporarily may be refused or limited because of system capacity limitations.
- 2.3.8 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.3 Use and Availability of Service (Cont'd)**

- 2.3.10 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.3.11 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 the tariff. Customers also will be required to execute any other documents as may be reasonably requested by the Company.
- 2.3.12 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 at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff 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.

2.4 Liability of the Company

- 2.4.1 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.4 Liability of the Company (Cont.)**

- 2.4.2 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.4.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.4.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.4.4 as a condition precedent to such installations.
- 2.4.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- 2.4.6 The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.4 Liability of the Company (Cont'd)**

2.4.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. Except in instances of gross negligence or willful misconduct of the Company's agents or employees, the Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause.

2.4.8 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.

2.5 Notification of Service-Affecting Activities

2.5.1 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. TERMS AND CONDITIONS (Cont'd)**2.6 Provision of Equipment and Facilities**

- 2.6.1 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.6.2 The Company shall use reasonable efforts to maintain facilities and equipment furnished to the Customer. The Customer may not, nor may 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.
- 2.6.3 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.
- 2.6.4 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 the Company provided it.
- 2.6.5 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. TERMS AND CONDITIONS (Cont'd)**2.6 Provision of Equipment and Facilities (Cont.)**

2.6.6 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment.

2.7 Nonroutine Installation

2.7.1 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 the 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. TERMS AND CONDITIONS (Cont'd)**2.8 Ownership of Facilities**

2.8.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.9 Prohibited Uses

2.9.1 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.

2.9.2 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 Commission regulations, policies, orders, and decisions.

2.9.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.10 Obligations of the Customer

2.10.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (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 gross negligence or willful misconduct of the employees or agents of the Company;

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.10 Obligations of the Customer (Cont.)**

- (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 Premises, 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 Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.10.1(c). Any 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;
- (e) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

2.11 Claims

2.11.1 With respect to any service or facility provided by the Company, 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:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.11 Claims (Cont.)**

- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.
- (c) 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. friable asbestos) prior to any construction or installation work;
- (d) 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 2.10.1(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.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.12 Customer Equipment and Channels**

- 2.12.1 A Customer may transmit or receive information or signals via the facilities of the Company.
- 2.12.2 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.
- 2.12.3 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.
- 2.12.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.12.5 Network 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 tariffs of the other communications carriers which are applicable to such connections.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.13 Inspections**

- 2.13.1 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 2.12.3 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.
- 2.13.2 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. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements

2.14.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.14.1.A Taxes

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 Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.14.2 Billing and Collection of Charges

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

2.14.2.B Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.14.2.C The Company shall present invoices for Recurring Charges monthly to the Customer, on or about the first day of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.14.2.D 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 30 days.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.14 Payment Arrangements (Cont'd)****2.14.2 Billing and Collection of Charges (Cont'd)**

2.14.2.E 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.14.2.F If any portion of the payment is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the Company's invoice is mailed. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of (a) 1.5% of the total monthly bill; or (b) the highest interest rate which may be applied under applicable state law for commercial transactions.

2.14.2.G Return Check Charge

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.14 Payment Arrangements (Cont'd)****2.14.3 Deposits**

- 2.14.3.A Additional provisions, applicable to residential customer deposit requirements, are located in Section 2.22.3 of this tariff. The provisions of this Section 2.14.3 shall apply to all business customers and, insofar as not inconsistent with the provisions of Section 2.22.3, to residential customers.
- 2.14.3.B If a Customer cannot demonstrate satisfactory credit by reasonable means appropriate under the circumstances, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two twelfths of a Customer's estimated annual billings.
- 2.14.3.C When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account, but in no case shall the Company retain the deposit of a Customer who has made prompt and satisfactory payments to the Company for a period of twelve consecutive months.
- 2.14.3.D Deposits held will accrue interest at a rate based on the simple average interest rate for new issues of one year treasury bills computed over the one year period ending on the preceding first day of December.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.14 Payment Arrangements (Cont'd)****2.14.4 Discontinuance of Service**

- 2.14.4.A Additional provisions, applicable to suspension or termination of residential service for nonpayment, are located in Section 2.22.6 of this tariff. The provisions of this Section 2.14.4 shall apply to all business customers and, insofar as not inconsistent with the provisions of Section 2.22.6, to residential customers
- 2.14.4.B Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.14.4.C Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.14.4.D Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.14.4.E Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.4 Discontinuance of Service (Cont'd)

2.14.4.E Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.14.4.F Upon the Company's discontinuance of service to the Customer under section 2.14.4.A or 2.14.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.14.5 Cancellation of Application for Service

2.14.5.A Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits 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.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.14 Payment Arrangements (Cont'd)****2.14.5 Cancellation of Application for Service (Cont'd)**

2.14.5.B 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 the Company incurred, 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 begun (all discounted to present value at six percent).

2.14.5.C 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, 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.

2.14.6 Changes in Service Requested

2.14.6.A 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. TERMS AND CONDITIONS (Cont'd)

2.15 Contested Charges

2.15.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than fifteen days (15) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action no more than fifteen (15) days after the billing date:

2.15.1.A First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.1.B Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Service Commission. The Commission's contact information is:

Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223
1-800-342-3377 (8:30 am - 4:00 pm)
1-800-662-1220 (Hearing/Speech Impaired: TDD)
518-486-7868 (Fax)
Online at: <http://www.dps.state.ny.us/complaints.html>

2.15.2 Customers with billing inquiries may contact the Company toll free at 1-888-764-7600.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.16 Allowances for Interruptions in Service**

2.16.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.16.2.A for the part of the service that the interruption affects.

2.16.2 Credit for Interruptions

2.16.2.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.16.2.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rate, 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.

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.2 Credit for Interruptions (Cont'd)

2.16.2.C A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.16 Allowances for Interruptions in Service (Cont'd)****2.16.2 Credit for Interruptions (Cont'd)**

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.16.3 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.16 Allowances for Interruptions in Service (Cont'd)****2.16.3 Limitations on Allowances (Cont.)**

- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.16.4 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 which has been subject to the outage or cumulative service credits.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.17 Cancellation of Service**

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 2.16 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.14 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.18 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, after receiving approval from the New York Public Service Commission, assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.19 Notices and Communications**

- 2.19.1 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.19.2 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.
- 2.19.3 All notices or other communications required to be given pursuant to this tariff 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.
- 2.19.4 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.

2.20 Individual Case Basis (ICB) Arrangements

- 2.20.1 Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different from those specified for such services in Section 7 of this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements must be provided under contract to a customer and the contract filed (may be under seal) with the Commission.

2.21 Temporary Promotional Programs

- 2.21.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers****2.22.1 Application of Rates**

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

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

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

2.22.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 7 of this Tariff.

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers (Cont.)****2.22.3 Deposits****2.22.3.A General**

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.14.3 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

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

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

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.22 Additional Provisions Applicable to Residential Customers (Cont.)

2.22.3 Deposits (cont'd)

2.22.3.B Customers Exempt from Deposits

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

2.22.3.B.2 The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers (Cont.)****2.22.3 Deposits (cont'd)****2.22.3.C Recent Payment History**

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.22.7 below.)

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.22 Additional Provisions Applicable to Residential Customers (Cont.)

2.22.4 Installment Billing For Nonrecurring Charges

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

2.22.4.A Installment billing is subject to the following restrictions:

2.22.4.A.1 Installment billing may be used only by residential customers;

2.22.4.A.2 Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;

2.22.4.A.3 A customer may not pay a portion of the charges and then request installment billing for the remaining charges;

2.22.4.A.4 More than one installment plan may be in effect for the same customer at the same time;

2.22.4.A.5 If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.22 Additional Provisions Applicable to Residential Customers (Cont.)

2.22.4 Installment Billing For Nonrecurring Charges (Cont.)

2.22.4.A.6 A customer may elect to pay the unbilled charges before the expiration of the installment plan;

2.22.4.A.7 Installment billing payments will continue even when an account is temporarily suspended;

2.22.4.A.8 No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.22.5 Adjusted Payment Schedule

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.22 Additional Provisions Applicable to Residential Customers (Cont.)

2.22.6 Suspension or Termination for Nonpayment

2.22.6.A Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.

2.22.6.B After issuing the written notification in accordance with 2.14.4, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.

2.22.6.C Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

2.22.6.D Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers (Cont.)****2.22.7 Deferred Payment Agreements**

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

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

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

2.22.8 Dishonored Checks

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers (Cont.)****2.22.9 Suspension or Termination - Abandonment**

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

2.22.10 Suspension or Termination - Medical Emergencies

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.22 Additional Provisions Applicable to Residential Customers (Cont.)****2.22.11 Suspension or Termination - Elderly, Blind or Disabled**

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

- a) the customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or
- b) the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

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

2.22.12 Backbilling for Residential Customers

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

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.23 Telecommunications Service Priority**

2.23.1 General

2.23.1.A The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

2.23.1.B The TSP program has two components, restoration and provisioning.

2.23.1.B.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.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.23 Telecommunications Service Priority (cont'd)**

2.23.1 General (Cont.)

2.23.1.B.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.

2.23.2 TSP Request Process – Restoration

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

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

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

2.23.2.B Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.23 Telecommunications Service Priority (cont'd)****2.23.2 TSP Request Process – Restoration (Cont.)**

2.23.2.C Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

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.

2.23.2.D Submit the SF 315 to the OPT.

2.23.2.E 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.

2.23.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 223.2.a. -- 2.23.2.e above for restoration priority assignment except for the following differences. The user should:

2.23.3.A Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 214.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.23 Telecommunications Service Priority (cont'd)****2.23.3 TSP Request Process – Provisioning (Cont.)**

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

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

2.23.4 Responsibilities of the End-User

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

2.23.4.A Identify telecommunications services requiring priority.

2.23.4.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).

2.23.4.C Accept TSP services by the service due dates.

2.23.4.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.

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.23 Telecommunications Service Priority (cont'd)

2.23.4 Responsibilities of the End-User (Cont.)

2.23.4.E Pay the Company any authorized costs associated with priority services.

2.23.4.F Report to the Company any failed or unusable services with priority levels.

2.23.4.G Designate a 24-hour point of contact for each TSP request and apprise the OPT.

2.23.4.H Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.23.5 Responsibilities of the Company

The Company will perform the following:

2.23.5.A Provide TSP service only after receipt of a TSP authorization code.

2.23.5.B Revoke TSP services at the direction of the end-user or OPT.

2.23.5.C Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

2.23.5.D Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

2.23.5.E Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

SECTION 2. TERMS AND CONDITIONS (Cont'd)**2.23 Telecommunications Service Priority (cont'd)****2.23.5 Responsibilities of the Company (Cont.)**

2.23.5.F Confirm completion of TSP service order activity to the OPT.

2.23.5.G Participate in reconciliation of TSP information at the request of the OPT.

2.23.5.H Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

2.23.5.I Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

2.23.5.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.

2.23.5.K Disclose content of the NS/EP TSP database only as may be required by law.

2.23.5.L Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.23.6. Preemption

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

SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rates associated with the various services offerings described in Section 4.

3.1 Calculation of Rates

3.1.1 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

3.2 Surcharge for Payphones

3.2.1 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

3.2.2 The Payphone Surcharge rate is \$0.35 per call.

SECTION 3. EXPLANATION OF RATES (Cont.)**3.3 Flexible Pricing**

3.3.1 General

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

3.3.2 Conditions

3.3.2.A The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

3.3.2.B Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

3.3.2.C A rate shall not be changed unless it has been in effect for at least thirty (30) days.

3.3.2.D A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

SECTION 4. DESCRIPTIONS OF SERVICES**4.1 1+ Intrastate Long Distance Service**

The Company offers intrastate long distance telecommunications services. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive. 1+ Long Distance Service is a switched long distance message telecommunications service provided between points located within the State. Switched 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds.

4.2 Toll Free Service

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premises and that employs a toll-free area code. Toll free service is billed in initial 18 second increments and additional increments of 6 seconds.

4.3 Calling Plans**4.3.1 Anytime-USA (Domestic Calling Plan)**

This is our plan for domestic calling. It includes 6.7¢ a minute State-to-State Long Distance and great in-state Long Distance and Regional Toll rates. All rates are the same anytime of day and on any day of the week. Anytime-USA has No Monthly Plan Fee.

4.3.2 Anytime-USA+ (Domestic plus International Calling Plan)

This calling plan is great for domestic and international calling. It has the same low rates as Anytime-USA for domestic calling plus our best international rates including 6.7¢ a minute to Canada!. All rates are the same anytime of day and on any day of the week. Anytime-USA+ has a Plan Fee of \$1.95 per month per phone line.

4.3.3 Anytime-Silver (Domestic Calling Plan)

This is our plan for domestic calling. It includes 4.9¢ a minute State-to-State long distance and great In-state Long Distance and Regional Toll rates. All rates are the same anytime of day and on any day of the week. Anytime-Silver has a Plan Fee of \$2.95 per month per phone line.

SECTION 4. DESCRIPTIONS OF SERVICES (Cont.)**4.3 Calling Plans (Cont.)****4.3.4 Anytime-Silver+ (Domestic plus International Calling Plan)**

This calling plan is great for domestic and international calling. It has the same low rates as Anytime-Silver for domestic calling plus our best international rates including 6.7¢ a minute to Canada! All rates are the same anytime of day and on any day of the week. Anytime-Silver+ has a Plan Fee of \$4.90 per month per phone line.

4.3.5 Anytime-Gold (Domestic Calling Plan)

This is our plan for domestic calling. It includes 300 minutes State-to-State long distance and In-state long distance and regional toll rates per month anytime of day and on any day of the week. Anytime-Gold has a Plan Fee of \$9.95 per month per phone line. (4.9¢/min over 300).

4.3.6 Anytime-Gold+ (Domestic plus International Calling Plan)

This calling plan is great for domestic and international calling. It includes 300 minutes as Anytime-Gold for domestic calling plus our best international rates including 6.7¢ a minute to Canada! All rates are the same anytime of day and on any day of the week. Anytime-Gold+ has a Plan Fee of \$11.90 per month per phone line. (4.9¢/min over 300).

4.3.7 Anytime-Platinum (Domestic Calling Plan)

This is our plan for domestic calling. It includes Unlimited calling State-to-State long distance and In-state long distance and regional toll rates anytime of day and on any day of the week. Anytime-Platinum has a Plan Fee of \$29.95 per month per phone line.

4.3.8 Anytime-Platinum+ (Domestic plus International Calling Plan)

This calling plan is great for domestic and international calling. It includes Unlimited calling as Anytime-Platinum for domestic calling plus our best international rates including 6.7¢ a minute to Canada! All rates are the same anytime of day and on any day of the week. Anytime-Platinum+ has a Plan Fee of \$31.90 per month per phone line.

4.4 Toll Directory Assistance

Toll Directory Assistance Service provides the Customer with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

SECTION 4. DESCRIPTIONS OF SERVICES (Cont.)**4.5 Intrastate Calling Card Service**

The Company will provide its Customers with calling cards for the purpose of enabling the customer to access the Company's long distance services from locations other than the Customer's premises.

4.6 Miscellaneous Services**4.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

4.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a Bad Check Charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

4.4.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

4.5 Promotions

From time to time and subject to Commission approval, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tariffed and will be limited to a maximum of six (6) months, at which time the promotional offering either must be withdrawn or made available on a permanent basis. Varying rates for promotional offerings will not exceed those in this tariff for the same services. All promotions, regardless of whether services are given away for free, are subject to Commission approval insofar as required.

SECTION 5. SUPPLEMENTAL SERVICES**5.1 Blocking Service**

5.1.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- **900, 700 Blocking** - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- **900, 700, 333 (Rochester LATA, only), 396, 540, 550, 551 (Syracuse LATA, only), 770 (NY Metro LATA, only), 910, 920, 970, 971, 974 & 976 Blocking** - allows subscriber to block all calls beginning with these prefixes from being placed.
- **Third Number Billed and Collect Call Restriction** - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- **Toll Restriction (1+ and 0+ Blocking)** - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- **Toll Restriction Plus** - provides subscribers with Toll Restriction, as described above, and blocking of 411 calls.
- **Direct Inward Dialing Blocking (Third Party and Collect Call)** - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

SECTION 5. SUPPLEMENTAL SERVICES (CONT.)

5.1 Blocking Service (Cont.)

5.1.2 Regulations

5.1.2.A The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

5.1.2.B Blocking Service is available where equipment and facilities permit.

5.1.3 Rates and Charges

5.1.3.A Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	<u>Nonrecurring Charge</u>	
	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$10.00
900, 971, 974, and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$10.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

SECTION 5. SUPPLEMENTAL SERVICES (CONT.)

5.1 Blocking Service (Cont.)

5.1.3 Rates and Charges (Cont.)

Third Number Billed and Collect Call Restriction	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$5.00
Toll Restriction		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
Toll Restriction Plus		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
- Initial Activation	\$0.01	\$50.00
- Subsequent Activation (per line)	\$0.01	\$10.00

5.1.3.B Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

5.1.3.C Connection charges may apply as specified in Section 3 of this tariff.

SECTION 6. SPECIAL SERVICES AND PROGRAMS**6.1 Special Equipment for the Hearing or Speech Impaired Customer**

- 6.1.1 As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 6.1.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 6.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 6.1.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 6.1.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

6.2 Discounted Service for the Hearing or Speech Impaired Customer**6.2.1 General**

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

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.2 Discounted Service for the Hearing or Speech Impaired Customer (Cont.)

6.2.2 Certification

Acceptable certifications are:

6.2.2.A Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or

6.2.2.B A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

6.2.3 Qualification

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

6.2.4 Billing

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

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)**6.3 New York Relay Service****6.3.1 General**

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

6.3.2 Regulations

6.3.2.A Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.

6.3.2.B Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

6.3.2.C Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)**6.3 New York Relay Service (Cont.)****6.3.2 Regulations (Cont.)**

6.3.2.D The following calls may not be placed through the Relay Service:

- i. calls to informational recordings and group bridging service;
- ii. calls to time or weather recorded messages;
- iii. station sent paid calls from coin telephones; and
- iv. operator-handled conference service / other teleconference calls.

6.3.3 Liability

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

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)**6.4 Schools and Libraries Discount Program**

6.4.1. 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 tariff and the (additional company tariff references, if appropriate) 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 schools 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 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.4 Schools and Libraries Discount Program (Cont.)

6.4.2. Regulations

6.4.2.A Obligation of eligible schools and libraries

Requests for service

1. 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.
2. 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.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.4 Schools and Libraries Discount Program (Cont.)

6.4.2. Regulations (Cont.)

6.4.2.B Obligations of the Company

- 6.4.2.B.1 The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
- 6.4.2.B.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).
- 6.4.2.B.3 In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.4 Schools and Libraries Discount Program (Cont.)

6.4.3. Discounted Rates for Schools and Libraries

6.4.3.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.

6.4.3.B The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

6.4.3.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.

6.4.3.D The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.4 Schools and Libraries Discount Program (Cont.)

ATTACHMENT

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

- 1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

% DISCOUNT LEVEL

HOW DISADVANTAGED	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)**6.5 Health Care Providers Support Program****6.5.1. 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 Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission 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.

6.5.2. Regulations

6.5.2.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.

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

6.5.2.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 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.5 Health Care Providers Support Program (Cont.)

6.5.2. Regulations (Cont.)

6.5.2.D Responsibility of eligible health care providers

6.5.2.D.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.

6.5.2.D.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.

6.5.2.D.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.

6.5.2.D.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.

6.5.2.D.5 Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)

6.5 Health Care Providers Support Program (Cont.)

6.5.2. Regulations (Cont.)

6.5.2.E Responsibility of the Company

6.5.2.E.1 The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.

6.5.2.E.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.

6.5.2.E.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 State Public Service Commission approval.

SECTION 6. SPECIAL SERVICES AND PROGRAMS (CONT.)**6.5 Health Care Providers Support Program (Cont.)****6.5.3 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;

- 6.5.3.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.
- 6.5.3.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.
- 6.5.3.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 7. RATE SCHEDULES

	<u>MINIMUM</u> (per minute)	<u>MAXIMUM</u> (per minute)	<u>CURRENT</u> <u>EFFECTIVE</u> (per minute)
7.1 <u>1+ Long Distance Rates</u>			
Switched 1+ Long Distance	\$0.060	\$0.074	\$0.0670
7.2 <u>Toll Free Service Rates</u>			
Switched 1+ Toll Free Service	\$0.080	\$0.098	\$0.0890
7.3 <u>Calling Plans</u>			
<u>Anytime USA Rates</u>			
Recurring fee	NA	NA	NA
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.060	\$0.074	\$0.0670
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
<u>Anytime-USA+ Rates</u>			
Recurring fee	\$1.76	\$2.15	\$1.95
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.060	\$0.074	\$0.0670
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
<u>Anytime-Silver Rates</u>			
Recurring fee	\$2.65	\$3.25	\$2.95
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890

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SECTION 7. RATE SCHEDULES (Cont.)

7.3 Calling Plans (Cont.)

	<u>MINIMUM</u> (per minute)	<u>MAXIMUM</u> (per minute)	<u>CURRENT</u> <u>EFFECTIVE</u> (per minute)
<u>Anytime-Silver+ Rates</u>			
Recurring fee	\$4.40	\$5.39	\$4.90
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
<u>Anytime-Gold Rates</u>			
Recurring fee	\$8.95	\$10.95	\$9.95
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
<u>Anytime-Gold+ Rates</u>			
Recurring fee	\$10.70	\$13.10	\$11.90
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
<u>Anytime-Platinum Rates</u>			
Recurring fee	\$26.95	\$32.95	\$29.95
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890

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SECTION 7. RATE SCHEDULES (Cont.)

7.3 <u>Calling Plans</u> (Cont.)	MINIMUM	MAXIMUM	CURRENT
	(per minute)	(per minute)	EFFECTIVE (per minute)
<u>Anytime-Platinum+ Rates</u>			
Recurring fee	\$28.71	\$35.09	\$31.90
<u>Switched 1+ Rate</u>			
Direct Billing	\$0.044	\$0.054	\$ 0.0490
<u>Toll Free Rate</u>			
Direct Billing	\$0.080	\$0.098	\$0.0890
7.4 Toll Directory Assistance			
Per Call:	\$0.85	\$1.05	\$0.95
7.5 Intrastate Calling Card Service			
Per Call Set-up Charge:	\$0.09	\$0.11	\$0.10
Per Minute Rate:	\$0.26	\$0.32	\$0.29
7.6 Miscellaneous Services Rates			
Order Change			
(Per change)	\$22.50	\$27.50	\$25.00
Bad Check Charge			
(Per check)	\$22.50	\$27.50	\$25.00
Reconnection			
(Per reconnection)	\$22.50	\$27.50	\$25.00

SECTION 7. RATE SCHEDULES (Cont'd)**7.7 Volume and Term Discounts**

The following volume and term discounts apply to all telecommunications usage purchased under this tariff. The Company will apply these discounts to the Customer's total monthly bill for services rendered, in the aggregate.

7.7.1 Commit and Term Discounts

The following commit and term discounts apply to all interexchange telecommunications services purchased under this tariff. The Company will apply these discounts to the Customer's total monthly bill for services rendered, in the aggregate.

Term Discounts.

<u>Term</u>	<u>Discount</u>
One Year:	0%
Two Year:	9.4%
Three Year:	18.9%

Commitment Discounts.

<u>Commit Amount</u>	<u>Discount</u>
No Commitment:	0%
125.00	3%
\$500.00	5%
\$1,000.00	15%
\$2,000.00	20%
\$5,000.00	25%
\$10,000.00	30%
\$25,000.00	35%