

PEG Bandwidth NY Telephone Corp.
P.S.C. Tariff No. 1 - Telephone
Effective Date: November 3, 2019

Leaf: 1
Revision: 0
Superseding Revision:

This tariff cancels and supersedes in its entirety the PSC No. 1 - Telephone tariff originally filed by PEG Bandwidth NY, LLC

TITLE SHEET

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED LOCAL TRANSMISSION
SERVICES WITHIN THE STATE OF NEW YORK
FURNISHED BY
PEG BANDWIDTH NY TELEPHONE CORP.**

Issued by: Jeffrey R. Strenkowski
Vice President, Deputy General Counsel of Governmental Affairs
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Contacting the Public Service Commission

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

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- 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 Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Department follows in its tariff approval process, the most current page number on file with the Department is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Department an updated check sheet accompanies the 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 by an asterisk (*). There shall be no other symbols used on this page 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 Department.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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SECTION 1 - TERMS AND ABBREVIATIONS

Commission: New York State Public Service Commission

Company: PEG Bandwidth NY Telephone Corp., the issuer of this tariff and the Company from whom Customers purchase service.

Customer: The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Department: New York State Department of Public Service

Individual Case Basis (ICB) - A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATIONS, Inc. Tariff F.C.C. No. 4.

Multiplexing - The act of combining a number of individual message circuits for transmission over a common transmission path.

Multiplexing Hub - A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Private Line Service – Provides DS3 and optical SONET (OC-N) circuits which are specifically dedicated to Customer's used between two (2) points specified by the Company and Customer in a Service Order.

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SECTION 1 - TERMS AND ABBREVIATIONS (Cont'd)

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

Served Direct Intraexchange Channel - A path for digital transmission between the customer's premises located on the same cable feeder route, less than 3,500 cable feet apart, and having no central office connection.

Service Order - The written request for dedicated 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 obligation 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. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to dedicated telecommunications services provided by the Company to business customers only. The services described in this tariff are not offered to residential customers. Company offers services to wireline and wireless carriers on an ICB.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State.

2.2 Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

2.3 Shortage of Equipment and Facilities

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

2.4 Terms and Conditions

2.4.1 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.

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2.4 Terms and Conditions (Cont'd)

- 2.4.2 Services requested by a Customer under this tariff shall be requested on service order forms ("Service Orders") in effect from time to time, which shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date ("Requested Start Date"), the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonable requested by the Company, which may supplement the terms and conditions contained in this Tariff.
- 2.4.3 The Company will make reasonable efforts to meet a Customer's Requested Start Date. In the event that a Requested Start Date is altered, Customer's Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the "Actual Start Date").
- 2.4.4 The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.

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2.4 Terms and Conditions (Cont'd)

- 2.4.5 Services shall be deemed to begin on the date the Company issues notice that service is available (the "Actual Start Date"), unless the Company receives written notice from the Customer within three (3) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.
- 2.4.6 Customers may request a delay in the Actual Start date of a Service Order provided that (i) a written delay request is provided to Company no later than five (5) business days prior to the Requested Start Date or the delayed Requested Start Date, as the case may be, and (ii) the aggregate number of days requested by such delay request or requests do not exceed thirty (30) calendar days from the Service Order's original Requested Start Date. At the expiration of such thirty (30) day period, the Customer may no longer delay the Actual Start Date of such Service Order, and Company may begin billing as of such date.

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2.5 Limitations on Liability

- 2.5.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of Outage Credits to the Customer for interruptions in service as set forth in section 2.15 of this Tariff.
- 2.5.2 Except for the extension of Outage Credits to the Customer for interruptions in service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure or breakdown of facilities associated with the service.
- 2.5.3 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Limitations on Liability (Cont'd)

- 2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil disturbances; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
 - C. Any unlawful or unauthorized use of the Company's facilities and services;
 - D. Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 - E. Breach in the privacy or security of communications transmitted over the Company's facilities;
 - F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Limitations on Liability (Cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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2.5 Limitations on Liability (Cont'd)

- 2.5.4 The Company and the Customer shall defend, indemnify and hold harmless the other against and from any and all claims for property damage, physical personal injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of service or other performance.
- 2.5.5 The Company makes no warranties or representations, express or implied either in fact or by operation of law, including without limitation the implied warranty of merchantability and fitness for a particular purpose, except those expressly set forth herein. The outage credits remedy set forth in Section 2.15 is the sole and exclusive remedy provided to customer and is in lieu of all other remedies.

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2.5 **Limitations on Liability** (cont'd)

2.5.6 Customers shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customers shall indemnify and hold harmless the Company and Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Company's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include the Company, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of services under this tariff. The Company may terminate or restrict any transmissions over the network if, in its judgment, (a) such actions are reasonably appropriate to avoid violation of applicable law; or (b) there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers. Customer agrees not to use services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state or federal obscenity law.

2.6 **Testing and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such test, adjustments, or inspections.

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2.7 **Provision of Equipment and Facilities**

- 2.7.1 The Customer has sole responsibility for installation, testing and operation of facilities, services and equipment ("Customer Facilities") other than those specifically provided by the Company as part of the services described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for service after the Actual Start Date.
- 2.7.2 Any equipment provided by the Customer must be itemized on a schedule listing all such Customer-provided equipment and appended to the Service Order to which use of that equipment relates ("Customer Equipment Inventory"). The Company shall not be obligated to provide service if the Customer will be providing any of its own equipment unless and until such equipment is itemized on the applicable Customer Equipment Inventory.
- 2.7.3 Title to all facilities provided by the Company, its agents, contractors, or suppliers in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

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2.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction charges will be determined as described herein on an ICB. Special construction is that construction undertaken:

- 2.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.8.4 in a quantity greater than that which the Company would normally construct;
- 2.8.5 on an expedited basis;
- 2.8.6 where a change in service is made after the service has been installed;
- 2.8.7 on a temporary basis until permanent facilities are available;
- 2.8.8 involving abnormal costs; or
- 2.8.9 in advance of its normal construction.

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2.9 Prohibited Uses

- 2.9.1 The services the Company offers shall not be used for any unlawful purpose or for any use which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 2.9.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 2.9.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.9.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.

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2.10 Customer Premises Provisions

- 2.10.1 The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.10.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.11 Liability of the Customer

- 2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.11.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.11.1, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.12 Customer Equipment and Channels

2.12.1 Interconnection of Facilities

- A. Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.
- B. In the event the Customer should desire to collocate Customer owned equipment in a facility owned (or leased) and operated by the Company for the purpose of interconnecting the Customer owned equipment with the Company's network, the Customer and Company shall enter into an ICB agreement specifying the terms and conditions relating to such collocation.

2.12.2 Inspections

The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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2.13 Customer Deposits

2.13.1 General

- A. To safeguard its interests, the Company may, at any time prior to or after the Actual Start Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested.
- B. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C. Deposits held will accrue at an annual interest rate of two (2) percent per annum without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.13.2 Failure to Post a Deposit

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Actual Start Date upon 60 days' notice to the Customer.

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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.

A. Taxes

The Customer is responsible for 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 the Company's services by Customer.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

2.14.2 Billing and Collection of Charges

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.

A. Non-recurring charges service are billed following receipt of the service by the Customer and are due and payable within 30 days after the date of the invoice ("Due Date").

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges (Cont'd)

- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable with 30 days after the date of the invoice ("Due Date"). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorated charges are billed following receipt of service and are due and payable.
- D. Billing of the Customer by the Company will begin on the Actual Start Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Actual Start Date may be postponed if (i) the Customer provides the Company a written delay request no later than five (5) business days prior to the Requested Start Date, and (ii) the aggregate number of the days requested by such delay request does not exceed thirty (30) calendar days from the Service Order's original Requested Start Date. At the expiration of such thirty (30) day period, the Customer may no longer delay the Actual Start Date of such Service Order and the Company may begin billing as of such date.
- E. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a service is rendered, whichever is later.

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2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges (cont'd)

- F. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions, which shall accrue from the Due Date.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days of the Due Date. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Such notice may be sent to the Company by calling, toll free, 1-877-652-2321, or by writing to: PEG Bandwidth NY Telephone Corp., 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602.

B. Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2.14 Payment Arrangements (Cont'd)

2.14.3 Billing Disputes (cont'd)

C. Unresolved Billing Disputes

If notice of the disputed charge(s) is received by the Company within 30 days of the Due Date, the Customer may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in- depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

The New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350
(Toll Free) 1-800-342-3377

2.14.4 Suspension of Service for Cause

- A. In the event payment in full is not received from Customer on or before 60 days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of ten (10) days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the ten (10) day notice period, then Customer's service will not be suspended.

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2.14 Payment Arrangements (Cont'd)

2.14.4 Suspension of Service for Cause (cont'd)

- B. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section 2.13 of this tariff.
- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- D. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 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.

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2.14 Payment Arrangements (Cont'd)

2.14.4 Suspension of Service for Cause (cont'd)

- F. Upon the Company's discontinuance of service to the Customer under this section, 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 (6) percent).
- G. Except for suspension of service pursuant to section 2.14.4(E), preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

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2.14 Payment Arrangements (Cont'd)

2.14.5 Ancillary Services and Charges

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

A. Order Change Charge – Change of Service Date

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, Customer may be charged an Order Change Charge. Such charge will not apply to the Customer's first change of service date request, as long as such request is made more than fifteen (15) business days prior to the original Requested Start Date. If Customer makes a second change of service date request, or such change is requested less than fifteen (15) days prior to the original Requested Service Date, Customer will be charged an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

B. Order Change Charge – Change of Information in a Service Order

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

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2.14 Payment Arrangements (Cont'd)

2.14.5 Ancillary Services and Charges (cont'd)

C. Cancellation of Service Order

If Customer desires to cancel a Service Order prior to installation and acceptance of the service, Customer will be assessed an Order Cancellation Charge as well a charge to reimburse the Company for any out of pocket expenses incurred by the Company in preparation to provide the service. Out of pocket expenses include but are not limited to 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.

2.15 Outage Credits for Interruptions in Service

2.15.1 General

- A. An Outage Credit will be given when service is interrupted in a duration equal to or greater than two (2) consecutive hours, except as specified below. For DS-3 and Optical SONET service, an interruption occurs when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than 1×10^{-6} .
- B. An interruption period begins upon the earlier of the Company's actual knowledge of the interruption or the Company's receipt of notice from the Customer of the interruption. An interruption period ends when the service, facility or circuit is operative.

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2.15 Allowances for Interruptions in Service (cont'd)

2.15.1 General (cont'd)

- C. A Customer shall be entitled to an Outage Credit upon the Company's receipt of the Customer's written request for such Outage Credit.
- D. The Outage Credit shall be in the amount of 1/720 of the monthly recurring charge for the service for each hour in excess of the first two (2) consecutive hours that the service is interrupted.
- E. All Outage Credits shall be credited on the Customer's next monthly invoice for the affected service.
- F. The Outage Credit as set forth in this section shall be the sole and exclusive remedy of a Customer in the event of any interruption.

2.15.2 Limitations of Outage Credits

No Outage Credit will be made for any interruption in service that is:

- A. Of a duration of less than two (2) consecutive hours;
 - B. Caused by the Customer or others authorized by the Customer to use the service;
 - C. Due to scheduled maintenance where the Customer has been notified of the scheduled maintenance in advance;
 - D. Caused by an interruption or failure on another carrier's network connected to the service of the Company;
 - E. Due to the failure of power, facilities, equipment, systems, connections, or services not provided by the Company;
 - F. Due to circumstances or causes beyond the control of the Company; or
-

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2.15 Allowances for Interruptions in Service (cont'd)

2.15.2 Limitations of Outage Credits (cont'd)

- G. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

2.16 Cancellation of Service

2.16.1 Cancellation of Service

Once the Actual Start Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may, without any cancellation of service liability, cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

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2.17 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.17.1 Unauthorized Use of the Network (cont'd)

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

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2.17 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.17.1 Unauthorized Use of the Network (cont'd)

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.17.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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2.18 Critical Facilities Administration Service

2.18.1 Program Overview

This service is included and available to all customers who order telecommunications services from the Company. The Company does not offer Critical Administration Service as a stand-alone service.

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

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2.18 Critical Facilities Administration Service (Cont'd)

2.18.2 Customer Obligations

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

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

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2.18 Critical Facilities Administration Service (Cont'd)

2.18.3. Carrier Obligations

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

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

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2.18 Critical Facilities Administration Service (cont'd)

2.18.3 Carrier Obligations

- F. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

2.18.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data.

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

2.19.1 General

This service is available to all customers who order telecommunications services from the Company. The Company does not offer Telecommunications Service Priority as a stand-alone service.

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

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

2.19.2 TSP Request Process – Restoration

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.

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

- A. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety, and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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

2.19.2 TSP Request Process – Restoration (cont'd)

- 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.
- D. Submit the SF 315 to the OPT.
- 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.

2.19.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in Sections 2.19.2.A. through 2.20.2.E above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.23.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.

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

2.19.3 TSP Request Process – Provisioning

- 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.

2.19.4 Responsibilities of the End-User

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

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.19.4 Responsibilities of the End-User (cont'd)

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

2.19.5 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt or a TSP authorization code.
 - B. Revoke TSP services at the direction of the end -user or OPT.
 - C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
 - D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
 - E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
 - F. Confirm completion of TSP service order activity to the OPT.
 - G. Participate in reconciliation of TSP information at the request of the OPT.
-

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.19.5 Responsibilities of the Company (cont'd)

- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments or NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.19.6. Preemption

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Blocking Service

2.20.1 General

This service is included and available to all customers who order telephone services from the Company. The Company does not offer Blocking Service as a stand-alone service.

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 business customers:

- A. 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.
- B. 900, 700 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.
- C. 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.
- D. Toll Restriction (I+ and O+ 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), I + 800 (Toll Free), and operator assisted toll calls.
- E. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in above in this Section, and blocking of 411 calls.
- F. 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Blocking Service (Cont'd)

2.20.2 Regulations

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.21 New York Relay Service

2.21.1 General

This service is included and available to all customers who order telephone services from the Company. The Company does not offer New York Relay as a stand-alone service.

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.

2.21.2 Regulations

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- 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.
- 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.
- D. The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service;
 - 2. calls to time or weather recorded messages;
 - 3. station sent paid calls from coin telephones; and
 - 4. operator-handled conference service and other teleconference calls.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.21 New York Relay Service (Cont'd)

2.21.3 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.22 Universal Emergency Telephone Number Service

This service is included and available to all customers who order telephone services from the Company. The Company does not offer 911 service as a stand-alone service.

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

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

Customers may order from the Company local private line telecommunications transport services, subject to availability. The term “services” used in this section refers only to such intrastate telecommunications transport services between two locations traversing the Company’s end points each of which originate or terminate at a Customer’s or the Company’s designated location, unless otherwise stated in this tariff. Any service provided over a third party’s facilities, arranged for the Customer by the Company, may be provided on an ICB.

3.2 Local Private Line Service

3.2.1. Description

- A. Private Line Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.
- B. Local Private Line Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
- C. Local Private Line Service is furnished on a full-time basis, 24 hours a day, seven days a week.
- D. Local Private Line Service is available in standard DS1 and DS3 offerings.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.2 **Local Private Line Service** (cont'd)

3.2.2 Application of Rates and Charges (cont'd)

- A. All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in Section 4. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by local exchange telephone companies incurred by or on behalf of the customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.
- B. The rates for Local Private Line Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.
- C. Local Private Line Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.2 **Local Private Line Service** (cont'd)

3.2.2 Application of Rates and Charges (cont'd)

- D. In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements provided to end user Customers.
- E. Company will offer service to wireline and wireless carriers on an ICB.

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Local Private Line Service

<u>Speed</u>	<u>Pt-Pt</u>	<u>Hub</u>	<u>End Link</u>	<u>Installs</u>
DS-0	\$330.00		\$165.00	\$ 1,125.00
DS-1	\$580.00	\$440.00	\$ 305.00	\$1,250.00
DS-3	\$3,990.00	\$ 2,835.00	\$ 2,065.00	\$1,250.00
OC-3	\$7,400.00	\$ 5,125.00	\$ 3,700.00	\$5,000.00
OC-12	\$19,800.00	\$13,860.00	\$ 9,900.00	\$5,000.00
OC-48	\$44,750.00	\$31,445.00	\$22,175.00	\$5,000.00
Fast E 10Meg	\$2,000.00			\$ 3,500.00
Fast E 100Meg	\$3,000.00			\$ 5,000.00
Gige 150	\$3,750.00			\$ 5,000.00
Gige 600	\$6,000.00			\$ 7,500.00
Gige 1000	\$7,500.00			\$10,000.00

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.2 Ancillary Charges

4.2.1. Order Change Charge

<u>Speed</u>	<u>Order Change Charge</u>
DS-0	\$100.00
DS-1	\$200.00
DS-3	\$250.00
OC-3	\$750.00
OC-12	\$750.00
OC-48	\$750.00
Fast E 10Meg	\$750.00
Fast E 100Meg	\$750.00
Gige 150	\$750.00
Gige 600	\$750.00
Gige 1000	\$750.00

4.2.2 Order Cancellation Charge

<u>Speed</u>	<u>Pre-Engineering</u>	<u>Post-Engineering</u>
DS-0	\$200.00	\$1,225.00
DS-1	\$400.00	\$1,250.00
DS-3	\$1,000.00	\$1,250.00
OC-3	\$1,000.00	\$5,000.00
OC-12	\$2,500.00	\$5,000.00
OC-48	\$2,500.00	\$5,000.00
Fast E 10Meg	\$1,500.00	\$3,500.00
Fast E 100Meg	\$2,500.00	\$5,000.00
Gige 150	\$2,500.00	\$5,000.00
Gige 600	\$3,750.00	\$7,500.00
Gige 1000	\$5,000.00	\$10,000.00

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