

Metropolitan Telecommunications d/b/a MetTel
P.S.C. No. 4 – Telephone
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Metropolitan Telecommunications
d/b/a MetTel

GENERAL CUSTOMER SERVICES TARIFF
IN THE STATE OF NEW YORK
INCLUDING REGULATED RATES AND REGULATIONS

P.S.C. No. 4 supersedes P.S.C. No. 1 in its entirety. Certain services previously included in the P.S.C. No. 1 have been moved to MetTel's Product Guide.

Issued by: Andoni Economou, Chief Operating Officer and EVP
55 Water Street, Floor 32
New York, New York 10041

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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SECTION 1 - GENERAL REGULATIONS

A. APPLICATION OF RATES AND CHARGES

1. Business and Residence Rates

a. Residence rates apply at the following locations:

- 1) In private residences or residential apartments of hotels and apartment houses for domestic use and not for substantial occupational use.
- 2) For service provided to individual members of clergy at a church when business service is already established at the church and the purpose of the residential service is for personal use.
- 3) In college fraternity or sorority houses, convents and monasteries for domestic, rather than occupational, use in residential quarters.
- 4) To the residential portion of a location used for both residence and business purposes, where the use of the service is for domestic purposes and where the business use, if any, is occasional.

b. Residence rates do not apply to service furnished:

- 1) In residential locations if the listing indicates a business or profession, except as otherwise provided by this Tariff.
- 2) 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.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

- A. APPLICATION OF RATES AND CHARGES, (Cont'd)
2. Flat Rate Service and Message/Measured Rate Service on Same Premises. Flat rate service and Message/Measured rate service will not be furnished on the same premises except as follows:
- a. Flat rate service for the exclusive use of the subscriber may be furnished to a subscriber to semi-public service or to a hotel, apartment house, club or hospital that subscribes to Message/Measured rate service for the use of its guests, tenants, patrons or patients.
 - b. Flat rate service and Message/Measured rate service may be furnished on the same premises only where the services are furnished from different exchanges.
 - c. Flat rate service for the exclusive use of the subscriber may be furnished to a reseller of service that subscribes to Message/Measured rate for resale to its customers.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES

1. Use of Service

a. Business and Residence Service

The use of business service and facilities is restricted to the subscriber, and the customers of resellers of service in accordance with paragraph b. following except as otherwise provided by this Tariff.

The use of residence service and facilities is restricted to the subscriber, the members of the subscriber's domestic establishment except as otherwise provided by this Tariff.

Services and facilities are furnished only for communications in which the subscriber and the aforementioned persons have a direct interest and shall not be used for collection, transmission or delivery of communications for others except as otherwise provided by this Tariff.

The Telephone Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES, (Cont'd)

1. Use of Service, (Cont'd)

b. Resale and Sharing of Service

1. The Telephone Company will permit the resale or sharing of basic local exchange service and private line services, subject to the following terms and regulations:

a) "Resale" is the reselling by a subscriber of the subscriber's service to others for profit.

"Sharing" is the shared use by a subscriber with others on a shared cost (non-profit) basis of the subscriber's service.

b) Resellers are required to obtain a Certificate of Public Convenience and Necessity issued by the Public Service Commission, State of New York.

c) The Telephone Company will not be responsible for the manner in which the use of service charges is allocated to others by a subscriber who resells or shares service. All applicable rates and charges for such service will be billed to the subscriber.

d) Orders for service will be accepted by the Telephone Company only from the subscriber.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

- B. USE OF SERVICE AND FACILITIES, (Cont'd)
1. Use of Service, (Cont'd)
- b. Resale and Sharing of Service (Cont'd)
2. Service on which resale or sharing is permitted:
- a) Resale/Sharing of exchange service will be permitted only on message rate or measured business rate individual and trunk lines. Flat rate exchange service, except specially rated lines connected to FCC registered customer owned coin operated telephones (COCOT).
- b) The Telephone Company retains the right to serve the ultimate user directly, if that user so chooses.
- c) Customers of resellers will be permitted to terminate their Telephone Company provided lines on a common PBX.
- d) When a reseller provides service to a number of customers through a common PBX, the responsibility of the Telephone Company ends at the trunk lines which terminate in the switchboard.
3. Directory listings for the customers of subscribers who resell or share service will be provided at the rates for business additional listings as set forth in the company Tariff. The reseller accepts responsibility for the composition and accuracy of these listings, as well as the monthly charges.
4. The Telephone Company shall not be required to permit resale or sharing of service provided by the Telephone Company where the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
5. In the event that provision of interoffice circuits becomes a problem because of demand from resellers that could not reasonably be anticipated and included in Telephone Company forecasts, the Telephone Company may require a minimum of six months' notice of circuit requirements from resellers.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES, (Cont'd)

1. Use of Service, (Cont'd)

b. Resale and Sharing of Service, (Cont'd)

6. When an application is cancelled or changed prior to the establishment of service requested by a reseller, termination charges will apply.

7. Maintenance Service Charges included in the tariff apply as appropriate.

c. Protection of Telephone Company Plant, Property and Service

The telephone company shall not be required to furnish services to a reseller where the proposed use of the service would tend to injuriously affect the

2. Use and Ownership of Directories and Unauthorized Attachments

Telephone directories distributed from time to time by the Telephone Company remain the property of the Telephone Company, shall not be mutilated, and shall be surrendered upon request or upon delivery for the subsequent issue. No binder, holder, insert, auxiliary cover or attachment of any kind shall be attached to or used with the directories owned by the Telephone Company, which mutilates the directory or is so attached as to impede reference to essential service information or otherwise interfere with service.

3. Use and Ownership of Equipment and Unauthorized Attachments or Connections

Unauthorized attachments or connections of the Telephone Company's equipment, channels and lines shall be carefully used. Equipment furnished by the Telephone Company shall remain its property and be returned to it whenever requested, in as good condition as reasonable wear will permit.

4. Broadcast of Recordings of Telephone Conversation and Incoming Messages

Broadcasting of a recording of a telephone conversation or incoming message during the period of recording is permitted provided that the recording is made in accordance with regulations set forth in this Tariff and any applicable regulations from the FCC.

5. Content Related Services

Customers wishing to establish any content related services must adhere to the terms and conditions in this Tariff.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

C. OBLIGATION OF TELEPHONE COMPANY

1. This Company does not transmit telephone messages, but offers, subject to the terms and conditions specified in this Tariff, the use of the facilities where available for communication between parties.

The Telephone Company's obligation to furnish facilities and service is dependent upon its ability

- a. To secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment,
- b. To secure and retain, without expense to it, suitable space for its plant and facilities in the building where service is or is to be provided,
- c. To secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein, or
- d. To secure compliance with the provisions of this Tariff as to underground construction by the subscriber or any other party in interest, such as the applicant for service or the owner or operator of the premises where service is or is to be provided, and
- e. The Telephone Company's obligation to furnish service or to continue to furnish service is further dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

D. LIABILITY

1. Liability of Customer for Loss of or Damage to Equipment

The customer is required to reimburse the Telephone Company for any loss of, or damage to telephone facilities or equipment, on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY (Cont'd)

2. Liability of Telephone Company for Service Interruptions, Errors, etc.

a. Service Interruptions

A service interruption is considered to occur when the customer is unable to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors. Interruption does not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and /or switching capacity shortages. Nor shall the interruption allowance apply wherever service is interrupted by the negligence or will act of the customer, or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of non-payment of bills due the Company, unlawful improper use of the facilities or service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the customer's local call allowance during a given billing period.

When, after notice by the customer to the Company of an interruption of service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours. The allowance is equal to a portion of the tariffed monthly rate for all services and facilities furnished by the Company that are rendered useless or substantially impaired. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

b. If interruption continues for less than 24 hours:

If the allowance is requested of the business office by the customer on the grounds that his service for the day was substantially impaired by such interruptions, then, for that day:

- 1) 1/30th of such monthly rate, if there was not a previous interruption of at least 24 hours in the same billing period.
- 2) 2/30th of such monthly rate, if there was a previous interruption of at least 24 hours in the same billing period.

c. If interruption continues for more than 24 hours:

- 1) If the interruption is caused by storm, fire, flood or other condition out the of the Company's control, 1/30th of such monthly rate for each 24 hours (or fraction thereof).

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY (Cont'd)

2. Liability of Telephone Company for Service Interruptions, Errors, etc., (Cont'd)

c. If interruption continues for more than 24 hours:, (Cont'd)

- 2) For other interruptions, 1/30th of such rate for the first 24 hours and 2/30th of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours more than once in the same billing period, the 2/30th allowance applies for the first 24 hours of the second and subsequent interruptions.

d. Exclusivity of allowance in absence of gross negligence or willful misconduct

Apart from the interruption allowance stated above, no liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

e. Use of facilities of other companies

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

f. Indemnification by Customer

The customer indemnifies and holds the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer.

g. Customer-provided Equipment

The services and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omission, interruptions, delays, errors or defects in transmission or other injury, included but not limited to, injuries to person or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY, (Cont'd)

2. Liability of Telephone Company for Directory Errors and Omissions, (Cont'd)

h. Credit to Customer

Credits attributable to any billing period under the preceding paragraphs shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

i. Liability of the Company for Directory Listing Errors

In the absence of gross negligence or willful misconduct and except for the allowances states elsewhere in this Tariff or with the tariff on file, no liability for damages arising from errors in directory listings or errors in listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. A listing is considered in error only when it makes it difficult to locate a customer's telephone number. An address is considered in error only when it shows the customer on the wrong street or in the wrong community. The customer must notify the company of an error.

An allowance for errors in published directory listings or for errors in listings obtainable from the directory assistance operator shall be given as follow:

- 1) Free listings – for free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.
- 2) Charge listings – for each additional or charge published directory listing, credit shall be given at the monthly rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.
- 3) Operator records – for free or charge listing obtainable from records used by the directory assistance operator, upon notification to the Company of the error in such records by the customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- 4) The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator services providers.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

E. TELEPHONE NUMBER CHANGES

The Company reserves all rights to the telephone numbers assigned to customers, including Customized Numbers. The customer has no right to be assigned a particular number unless they agree to pay Customized Number rates which are provided where facilities permit. The customer has no ownership of any telephone number.

When existing service is continued for a new customer, the telephone number may be retained by the new customer only if the former customer consents, and if all charges against the account are paid or assumed by the new customer. Unless the Company's billing facilities can do differently, only one bill covering the full month that the conversion to the new customer took place will be issued. It shall be the responsibility of the new customer to ensure that all charges from either party are fully paid. The Company is not responsible for the release of billing information for the previous customer on the bill, which is sent to the new customer.

F. ACCESS TO SUBSCRIBER'S PREMISES

The Telephone Company and its employees may have access to the subscriber's premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Telephone Company's facilities or making collections where coin telephone service is provided.

G. MINIMUM CHARGES

1. General

The minimum charge for exchange service and facilities, private line service and facilities and leased channels is the applicable rate for one month except as otherwise provided in this Catalog or in the Tariff. Customers must pay the regular cataloged rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the equipment is moved within the same building, to another building on the same premises, or to a different premise entirely, the period of service at each location is used in calculating the minimum period of service.

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

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

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

H. POWER SUPPLY

The customer is responsible for providing suitable electric power when and where required. In the event of a power failure, no allowance is made for interruption of the service connected to the customer's power supply.

I. PAYMENTS AND TERMINATION OF SERVICE

1. Advance Payment

- a. Any applicant for facilities or service whose financial responsibility is not established to the satisfaction of the Company may be required to pay in advance a sum not to exceed two times the average monthly bill for basic local exchange service.
- b. Applicants for facilities or service to which construction charges are applicable may be required to prepay the monthly payments for such construction charges, the amount of such prepayment to be computed as provided in the catalog and/or tariff.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits

a. General

Subject to the special provisions for residential customers, set forth below, any applicant or subscriber, whose financial responsibility is not established to the satisfaction of the Telephone Company, may be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service. Such applicant or subscriber who requests or is furnished facilities and service for which a minimum charge of more than one month is specified in this Catalog, may, in addition, be required to deposit a sum to an amount equal to the total of the minimum charge less any installation charge paid by the subscriber.

The fact that a deposit has been made shall in no way relieve the applicant for or subscriber from complying with the Catalog regulations for advance payments and for the prompt payment of bills on presentation.

Either a new customer or an existing customer may be required to make a deposit. The need for a deposit is based on a new customer's ability to establish satisfactory credit and on an existing customer's payment history with the Company.

b. Special Provisions for Residential Customers

1) Deposits from existing customers.

Except as provided in (3) following, the company may require a deposit from a residential customer if the customer is delinquent in payment, or if the customer's service has been terminated for non-payment once within the preceding six-month period. "Delinquent in payment" means that a customer has received two consecutive telephone bills without making payment of one-half of the total of the two bills. (A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.)

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

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits, (Cont'd)

b. Special Provision for Residential Customers, (Cont'd)

2) Deposits from New Customers.

A new customer is any applicant for service who has not been a customer of the same the Telephone Company within twelve months of making the request. A new residential customer shall not be required to post a security deposit as a condition or receiving telephone service unless such new customer is a seasonal or short-term customer.

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. A short-term customer is an individual who requires telephone service for a specific period of time that does not exceed one year.

3) Deposits from new or existing customers 62 years of age or older.

All new customers or existing customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for non-payment during the preceding 6 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 of 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.

4) Income Assistance Recipients

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

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits, (Cont'd)

b. Special Provision for Residential Customers, (Cont'd)

5) Recent Payment History

Customers who have a recent payment history with the Company or another New York Telephone Utility are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed 3 months provided that the customer had service for 3 months and was not terminated for non-payment during that period.

(See also - Deferred Payment Agreements).

c. Interest on deposits:

Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the customer while the Company holds the money. New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to residential customers after one (1) year, unless the customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the subscriber.

d. Inadequate deposit:

If the amount of a deposit is inadequate, the customer shall be required to pay an additional deposit on request.

e. Return of deposit:

When a deposit on existing service is to be returned in whole or in part, the amount to be returned may first be applied to the current amount then payable for telephone service. Return of an amount over and above the current amount then payable for telephone service shall be made by check unless the subscriber requests that the full amount be credited to his bill, or, at the election of the depositor, the full refund shall be made to the depositor.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

3. Responsibility for Local and Toll Message Charges

The subscriber is responsible for all messages sent over the subscriber's line and for all messages charged to the subscriber's line where the subscriber, or any person answering the subscriber's line, agrees to accept such charges.

4. Payment of Charges

- a. Monthly charges for facilities and service (other than charges for calls) are payable monthly in advance, and, except where otherwise provided in this Catalog, all other charges are payable upon request of the Telephone Company.
- b. Bills are due on due date shown on the bill and are payable at any business office of the Telephone Company, or at any other office designated by the Telephone Company.
- c. Except as shown above, the Telephone Company reserves the right to refuse an application for service made by a present or former subscriber who is indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a subscriber who is indebted to the Telephone Company for telephone service previously furnished such subscriber, the service may be terminated by the Telephone Company unless the subscriber satisfies the indebtedness within 20 days after written notification.
- d. Charges for toll messages, and charges in connection with coin box service, are payable upon request.

SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment

a. General

In the event of non-payment of bills rendered for service or for failure to post a required deposit, the Telephone Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Restoral Charge as well as any payment due and any applicable deposits. Such suspension or termination shall not be made until:

- 1) At least five days (10 days for termination) after the customer has either signed for or refused a register letter containing written notification mailed to the billing address of the customer
- 2) Where termination follows suspension, at least five days must elapse following the date of suspension before service is terminated, unless the customer consents to earlier termination.
- 3) Telephone Service shall not be suspended or terminated for nonpayment of a bill rendered or required deposit on weekends, the holidays listed below, other federal and state holidays proclaimed by the President or the Governor or on days when the main business office of this Company is not open for business.
- 4) Telephone service shall not be suspended or terminated for non- payment of a bill rendered or a required deposit on: Weekends; or the following public holidays:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Memorial Day
Election Day	Columbus Day
Veteran's Day	Thanksgiving Day
Independence Day	Labor Day
Christmas	

SECTION 1 - GENERAL REGULATIONS (CONT'D)

- I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)
 5. Suspension or Termination for Non-Payment, (Cont'd)
 - b. Special Provisions for Residence Customer
 - 1) Suspension/termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to customers no later than six business days after the date of the bill. The 25-day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
 - 2) Suspension shall not be made until at least 8 days (20 days for termination) after written notification has been issued.
 - 3) Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected on December 23, 26, 30 and January 2. At least one attempt shall be made during non-working hours to contact the residential customer by telephone before the date of suspension/termination.
 - 4) No Lifeline customer can be disconnected from Local Service for non-payment of Toll charges. If a Lifeline customer makes a partial payment, the dollars must first be applied to Local Service charges, then applied to Toll Service charges.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment, (Cont'd)

c. Exceptions to Suspension and Termination

The monthly rental charge does not apply during the period of suspension or termination for non-payment.

Telephone service shall not be suspended or terminated for:

- 1) Non-payment of bills rendered other than for telephone service or deposits requested in connection with telephone service or special construction charges.
- 2) Non-payment for services for which a bill has not been rendered;
- 3) Non-payment for services which have not been rendered, except the initial advance payment of new subscribers.

d. Suspension or Termination - Medical Emergencies

For medical emergencies an additional 30 days will be allowed for residential customers before suspension or termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pending emergency, customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that customers have the ability to pay the charges.

e. Temporary Suspension of Service by Customer

Incoming and outgoing service will be suspended at the customer's request. Partial suspension of service on the same premises is not permitted. All services furnished to the customer on the same premises and all associated mileage services must be suspended at the same time.

The Company will assess a lower monthly rate for a customer requested service suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension Charge	
- First Month or Partial Month	Regular Monthly Rate
- Each Additional Month (up to 12 months)	½ Regular Monthly Rate

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment, (Cont'd)

f. Suspension or Termination - Elderly, Blind or Disabled

Where a residential customer is known to or identified to the telephone corporation as being blind, disabled or 62 years of age or older and all other occupants are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before suspension or termination may occur. The company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of suspension or termination.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established under this subdivision, 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 purposes of devising a payment plan.

6. Deferred Payment Agreements

- a. Existing residential customers with three or more months service and for whom service has not been terminated in the initial three months shall be offered a deferred payment agreement prior to suspension/ terminations. Customers with medical emergencies and customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.
- b. Service will not be suspended or terminated unless a deferred payment plan is offered.
- c. Final notices of suspension/termination will advise customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.
- d. Deferred payment agreements will be for a period of no less than 5 months unless otherwise agreed to by customers and for amounts of up to \$150 unless greater amounts are agreed to by the telephone corporation.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

6. Deferred Payment Agreements, (Cont'd)

- e. Down payments shall not exceed the lesser of one-fifth of the amount deferred or three months of a customer's average billing, unless a greater amount is offered by the customer.
- f. If a customer on a deferred payment agreement defaults on an existing deferred payment agreement a new DPA need not be offered provided, however that such a customer may have the existing payment agreement renegotiated once within a 24-month period if the customer can demonstrate that his/her financial circumstances have changed significantly because of conditions beyond their control. If a customer has renegotiated the existing DPA once within the last 24 months and has been served normal notification, no further extension of time is necessary before disconnection can occur.

7. Adjusted Payment Schedule

Customers on fixed incomes (e.g., pensions and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

8. Verification of Non-payment

- a. Telephone service shall not be suspended or terminated for non-payment of a bill rendered or a required deposit unless:
 - 1) The Company shall have verified in a manner approved by the Public Service Commission that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
 - 2) The Company shall have checked the subscriber's account, on the day suspension or termination occurs, to determine whether payment has been posted to the subscriber's account as of the opening of business on that day.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

9. Disputed Bills

- a. Telephone service shall not be suspended or terminated for non-payment of any billed charge which is in dispute or for the non-payment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules contained in Subchapter C, Chapter VI, Title 16 of the New York Code of Rules and Regulations, and the Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission Rules.
- b. Telephone service may be suspended or terminated for non-payment of the undisputed portion of a disputed bill or deposit if the subscriber, having been asked to pay such undisputed portion, does not do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment, absent circumstances beyond the Company's control. When circumstances beyond the company's control exist, the service will be connected within 24 hours after the cessation of such circumstances.
- c. The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours.

10. Termination for Cause Other Than Non-payment

- a. The Telephone Company, after notice in writing to the subscriber and after having given the subscriber opportunity, appropriate to the circumstances involved, to respond to such notice, may under the following conditions, forthwith terminate the service, and sever the connection and remove its equipment from the subscriber's premises:
 - 1) In the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation by the subscriber of the rules and regulations governing the facilities and service furnished, or
 - 2) If in the judgment of the Telephone Company, any use of the facilities or service by the subscriber tends to injuriously affect the efficiency of the Telephone Company's personnel, plant, property or service.
- b. The Telephone Company, however, shall have the right to take immediate action, including termination of the service and severing of the connection without notice to the subscriber when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

10. Termination for Cause Other Than Non-payment, (Cont'd)

- c. Prohibited, unlawful or improper use of the facilities or service includes, forexample:
- 1) The use of facilities or service of the Telephone Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of Catalog or tariffed charges,
 - 2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons,
 - 3) The use of profane or obscene language
 - 4) The use of the service in such a manner as to interfere with the service of one or more other subscribers or to prevent others from making or receiving calls,
 - 5) The use of a mechanical dialing device or recorded announcement equipment to seize a subscriber's line, thereby interfering with the subscriber's use of the service.
 - 6) The obtaining of telephone service by any fraudulent means whatsoever, with the intent of avoiding payment for the service.
- d. Where coin telephone service is furnished, the service may also be terminated by the Telephone Company without notice, for any of the following reasons:
- 1) In the event that the subscriber fails to redeem upon demand, slugs and therein spurious, mutilated, or foreign coins deposited in the collecting device at the value for which they were deposited.
 - 2) In cases of apparent fraudulent use of the service as evidenced by shortage in receipts for messages recorded during any given collection period, unless the subscriber agrees in writing to compensate the Telephone Company upon demand, for all subsequent shortages in receipts for messages. Where service has been terminated because of shortages in receipts for messages, the execution of a like agreement shall be a condition precedent to the re-establishment of the service.
 - 3) In the event that the subscriber fails to provide access to his premises for the purpose of making collections during regular business hours.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

- I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)
10. Termination for Cause Other Than Non-payment (Cont'd)
- e. Abandonment or unauthorized use may also result in termination of telephoneservice.
1. In the event of abandonment of facilities or use by unauthorized persons, the Telephone Company may terminate telephone service if it is determined by an inspection of the premises, or such other means as are necessary, that such facilities have in fact been abandoned or are being used by unauthorized persons.
2. Suspension/termination of residential service for abandonment or unauthorized use may occur only after such means are used which are reasonably calculated to determine occupancy or authorized use and 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 a new customer advises that he or she moved into the location.
3. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and that service is subsequently restored to the same subscriber at the same location:
- a) No charge shall apply for the period during which service had been terminated and
- b) No charge shall be made for reconnection of the service if the termination was in error.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

11. Billing Discrepancies Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered for service to residential customers may not be billed beyond 24 months after the error occurred unless the culpable conduct of the customer caused or contributed to the untimely billing. When such charges are billed, the Company must provide an explanation and advise customers that payment may be made under an installment plan that must not be for a shorter term than one month for each month that late-billed charges are being assessed. In addition, absent culpable conduct by the customer, the Company may not terminate service for non-payment of charges billed in excess of six months after the service was provided.

12. Interest on Customer Overpayments

- a. The Company will provide interest on customer overpayments in excess of the correct charge for telephone service supplied to the customer an overpayment was due to erroneous billing by the Company.
- b. The interest rate on the overpayment is the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed.
- c. Interest will be paid from the date the customer overpayment is made, adjusted for changes in the deposit rate or late payment rate and compounded monthly until the date the overpayment is refunded.
- d. The Company will not be required to pay interest on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

SECTION 1 – GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

13. Payments and Deposits in Connection with Election Service

Any customer who is furnished facilities or services for use in connection with a federal, state or local election campaign for political office or in connection with a question, proposition or any other matter which is on an election ballot (Election Service) shall be required to deposit a sum equal to the total of the estimated charges for two months for the facilities or service; provided, however, that when the facilities or service are to be furnished for a period of less than two month, the subscriber shall be required to deposit a sum equal to the estimated charges for such facilities or service for such period.

In any case where the deposit is determined to be insufficient, the Company shall forthwith give written notice to the subscriber of the additional amount of deposit required and of its intention to suspend or terminate service in accordance with the provision of this catalog if such additional amount of deposit is not received by the date specified in the notice.

Any customer who is furnished facilities or service for use in connection with Election Service shall be required to sign a written application for election Service which shall identify the applicant or subscriber and which shall expressly state that the person or persons signing the application will be liable for payment of all charge and that the person or persons signing the application understands that the company will discontinue service under the provision of this catalog, if any amount due, or any deposit requested, is not paid.

Except as provided here, other regulations for deposits set forth in this Tariff apply.

14. Dishonored Check Charge

A reasonable handling charge will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

SECTION 2 –SERVICE CHARGES

A. Service Order and Routine Provisioning

Change of Service Charge

A non-recurring charge that applies when a customer requests a change in the type or grade of service.

Change of Telephone Number Charge

A non-recurring per line charge that applies to each order to change a telephone number.

Connection Charge

A non-recurring per line charge which applies to (a) the installation of a new service; (b) the transfer of an existing service to a different location.

Feature Service Charge

A non-recurring charge to add, change or delete Feature Services on a line.

Inside Wire Installation Charge

If the customer chooses to have an independent contractor complete inside wiring, the Company will only be responsible for providing service up to the network interface, and the customer will only be charged a Connection Charge for the installation of new service or the move of existing service to a new location.

If the customer chooses to have the Company's technician complete the inside wiring, then an hourly rate will be charged for the time required to complete the installation

Inside Wire Maintenance Charge

A non-recurring per visit charge that applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Monthly Inside Wire Maintenance Option.

Hunting Arrangement Charge

A non-recurring charge that applies to establish or rearrange the lines in a hunt group.

SECTION 2 –SERVICE CHARGES, (CONT'D)

A. Service Order and Routine Provisioning, (Cont'd)

Late Payment Charge

Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% or \$5.00, whichever is greater, will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to final accounts.

The late payment charge does not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article X1-A of the State of Finance Law (Chapter 153 of the Laws of 1984).

Maintenance of Service Charge

A Maintenance Service Charge will apply per visit when the Company is requested by the customer or authorized agent to locate trouble and the problem is determined not to be in facilities maintained by the Company.

Primary Interexchange Carrier Change Charge

A non-recurring per line charge that applies to each request to change the regional carrier and/or the long-distance carrier associated with the customer's line after the initial installation of service. Only one Primary Interexchange Carrier Change Charge applies to a request to change both the regional carrier and the long distance on the same line at the same time.

SECTION 2 –SERVICE CHARGES, (CONT'D)

A. Service Order and Routine Provisioning, (Cont'd)

Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording and processing of customer requests when only changes in Company records are involved.

Record Order Charges apply to the following:

- Addition of directory listing;
- Change in listed name, except changes resulting from death, change of marital status or court order
- Change of address
- Change of billing party
- Change from listed service to non-published service, not involving a change of telephone number

Remote Call Forwarding Charge

A non-recurring per line charge that applies to each order to establish Remote Call forwarding service.

Restoral Charge

A non-recurring per line charge that applies each time a service is reconnected after suspension at the customer's request or for non-payment but before termination of the service.

Returned Check Charge

The subscriber shall be responsible for the payment of a charge per incidence when a check which has been presented to the Telephone Company by the subscriber in payment for any charges is returned by a bank because of the subscriber's failure to maintain sufficient funds on deposit.

Rewire Charge

A non-recurring charge that applies for each request placed by the customer that requires the Company to physically rewire facilities.

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SECTION 2 –SERVICE CHARGES, (CONT'D)

B. Special Construction, (Cont'd)

3. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - equipment and materials provided or used;
 - engineering, labor, and supervision;
 - transportation; and
 - rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 4.A.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 4.A.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 4 – LOCAL USAGE SERVICE

A. Local Calling Areas

The Company adopts by reference the following local calling area designations:

- Verizon New York's local calling areas throughout New York as defined in its tariffs P.S.C. No. 3 and P.S.C. No. 16;
- Citizens Telecommunications Company of New York's local calling areas throughout New York as defined in its tariff P.S.C. No. 4;
- Frontier Communications of Ausable Valley's local calling areas throughout New York as defined in its tariff P.S.C. No. 15;
- Frontier Communications of New York's local calling areas throughout New York as defined in its tariff P.S.C. No. 41.
- Frontier Telephone of Rochester's local calling areas throughout New York as defined in its tariffs P.S.C. No. 6;
- Frontier Communications of Seneca Gorham's local calling areas throughout New York as defined in its tariff P.S.C. No. 18;
- Frontier Communications of Sylvan Lake's local calling areas throughout New York as defined in its tariffs P.S.C. No. 14;
- Ogden Telephone Company's local calling areas throughout New York as defined in its tariff P.S.C. No. 14;
- Windstream New York's local calling areas throughout New York as defined in its tariff P.S.C. No. 1.

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SECTION 4 – LOCAL USAGE SERVICE, (CONT'D)

B. Timing of Calls

1. Unless otherwise indicated, all calls are timed in one-minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
2. For station to station calls, call timing begins when connection is established between the calling telephone and the called telephone station.
3. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
4. Call timing ends when the calling station “hangs up,” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
5. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of each minute.

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SECTION 4 – LOCAL USAGE SERVICE, (CONT'D)

C. Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

- Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

- Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

- Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

SECTION 5 – PUBLIC ACCESS LINES

A. General

Public Access Lines (PAL) are voice grade individual exchange lines which provide exchange access to customer-owned coin, coinless or combination coin/coinless operated telephones. The Public Access Line permits providers of such equipment to provide pay telephone service to the public on a resale basis.

Providers of customer-owned coin or coinless telephones who provide pay telephone service to the general public are resellers of telephone service. Service is furnished to these providers subject to the provisions following.

B. Basic Public Access Lines

Basic Public Access Lines (BPAL) are measured service lines arranged for either two way (incoming and outgoing) calling or one way (outgoing) calling. Where facilities are not available for measured service, BPAL flat rate lines are provided.

Lines may also be arranged for Outward Call Screening where facilities permit. This feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automatic Number Identification (ANI) code is transmitted to alert operator and carrier systems that the call is originating from a Public Access Line and may require special handling and billing treatment. However, if an interexchange carrier's facilities are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.

Incoming service on BPAL may also be equipped with Billed Number Screening. This optional feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national database known as Billing Validation Application (BVA).

In addition to the features described above, Enhanced BPAL blocks access to the service access codes 700 and 900. No other blocking options are available for Enhanced BPAL.

C. Limited InterLATA Dialing Public Access Lines

Limited InterLATA Dialing Public Access Line (LIDPAL) is a class of service, where interLATA calling is limited to O+ calling through the carrier's presubscribed operator service provider (if equipped). Casually dialed interLATA calls, where 10XXX precedes the traditional dialing pattern to identify the carrier of choice, will also be limited to O+ interLATA calling (10XXX+O+area code and seven-digit telephone number). LIDPAL offers PAL subscribers a vehicle for allowing interLATA 10XXX access while minimizing exposure to fraud. This service includes Outward Call Screening, International Direct Distance Dialing (011) Blocking, and Blocking Option 4 features and will be provided in equal access and adjunct equipped central offices where facilities permit. Billed Number Screening is an option available to LIDPAL.

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SECTION 5 – PUBLIC ACCESS LINES, (Cont'd)

C. Limited InterLATA Dialing Public Access Lines (Cont'd)

As an alternative, the customer may subscribe to Enhanced LIDPAL which provides all the features of LIDPAL except that, in lieu of Blocking Option 4, it provides for blocking access to the service access codes 700 and 900. No other blocking options are available for Enhanced LIDPAL.

1. Limited InterLATA Dialing (LID) is provided through business Public Access Lines to Customer Owned Coin Operated Telephones, or to other registered telephone terminal equipment when not accessed by Customer Owned Coin Operated Telephones.
2. Limited InterLATA Dialing is provided as a one or two way measured class of service.
3. The Limited InterLATA Dialing class of service will be provided in 1ESS/1AESS, 5ESS, DMS100 and in 5XBAR central offices having equal access capability derived through adjunct equipment where facilities permit.

D. Line Side Answer Supervision

Line Side Answer Supervision (LSAS) optional feature provides “off-hook” supervisory signals to customer premises equipment of the Public Access Line Subscriber when the called party answers the call. When a called party on-hook at the end of a call is detected the reverse battery is returned to normal indicating that the called party has disconnected from the call. The LSAS feature will permit improved accuracy of COCOT timing of sent paid calls.

E. Regulations

1. Customer-Owned Coin Operated Telephones (COCOTs) are F.C.C. registered coin-activated telephone sets or coin-activated equipment provided through F.C.C. registered protective circuitry. COCOTs may be connected to the Company’s network only through Public Access Lines.
2. Customer-owned coinless and other telephones, such as credit-card reader telephones, may also be connected to PAL lines at the option of the subscriber.
3. Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual line measured rate service, provided however, that in exchanges where PAL individual line measured rate service is not furnished, these instruments may be connected to PAL individual line flat rate service.
4. Usage rates and charges for local and toll messages and all other regulations governing business individual access lines apply to PAL access lines.
5. PAL subscribers are liable for all usage and monthly charges incurred on PAL access lines.
6. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 6 – DIRECTORY LISTINGS AND DIRECTORY ASSISTANCE SERVICES

A. Non-Published Service

1. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. The telephone numbers of non-published service or the name and billing address that corresponds to a non-published number may be divulged in the following two instances:

- a. in the interest of public safety, where a government agency subscribes to Enhanced Universal Emergency Telephone Service (E911), the telephone number and address, but not the name, of a customer with non-published service will be displayed when that customer dials 911 to a government employee at a console at a Public Safety Answering Point (PSAP) for dispatch of emergency service.
- b. the billing name and address that correspond to a non-published telephone number will be furnished to a customer to Billing name and Address (BNA) Service if the customer with the non-published service makes a call that uses the service of the BNA customer.

2. Regulations

- a. Except as otherwise provided, incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party. If connection is refused, the calling party will be advised and an offer made to connect the calling party to the Police. The Company may also, in other emergency cases, call the non-published number and request a callback to the calling party. The Company will advise the calling party if the non-published number cannot be reached, or if a request for a call-back to the calling party is refused. The acceptance by the Company of the subscriber's request to refrain from publishing his telephone number in the directory does not create any relationship or obligation, direct or indirect, to any person other than the customer.
- b. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of a non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such number is published in the directory the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- c. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 6 – DIRECTORY LISTINGS AND DIRECTORY ASSISTANCE SERVICES, (CONT'D)

B. Directory Assistance Service

1. General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

2. Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 11 of this Tariff, up to a maximum of 50 requests per month.

3. Directory Assistance Call Completion

Directory Assistance Call Completion Service provides for automatic connection of a person calling Directory Assistance to the published telephone number requested.

After the Directory Assistance Operator gives the caller the requested number, a service message will inform them that they may be connected to that number automatically for a specified additional charge.

The caller accepts the offer for DACC by depressing a button (touch tone) or responding by voice (dial), as instructed by the voice message.

SECTION 7 – OPERATOR ASSISTANCE SERVICES

A. Operator Assistance Service

A Customer may obtain the assistance of an operator to complete calls in the following manner. Surcharges will be applied on a per call basis for the following operator assisted services:

1. Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
2. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
3. Person-to-Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
4. Operator Dialed provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
5. Calling Card Service is a service that charges for calls based on the calling card number used to authorize the call.

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SECTION 8 – EMERGENCY REPORTING SERVICES

A. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

1. General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Telephone Company's 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 a telephone company operator if all lines to an emergency report center are busy. If no emergency report center subscriber exists for a central office entity, a telephone user who dials the number 911 will be routed to a Telephone Company operator. No charge applies for calls to the 911 number. Calls will be routed to only one emergency report center per central office.

2. Regulations

- a. The service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public.
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the agency. However, if the agency is unable to provide this service, the telephone company operator will intercept and forward the request for emergency aid for a period of at least one year.
- c. The determination of the public safety agencies which participate in a 911 service and the control and staffing of the emergency report center shall be the responsibility of the subscriber; provided, however, that at least one of the participating public safety agencies shall be law enforcement agency.
- d. 911 service is furnished for receipt of incoming calls only.
- e. The Telephone Company will recommend to the customer adequate trunking and equipment for the service. A sufficient number of lines and sufficient answering equipment should be subscribed for in order to handle adequately the incoming calls.
- f. Sufficient personnel should be provided by the customer to handle adequately the incoming calls 24 hours a day.
- g. Other exchange service shall be subscribed for at the same location as the emergency report center for administrative purposes, for the placing of outgoing calls and for receiving emergency calls relayed by the operator.

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SECTION 8 – EMERGENCY REPORTING SERVICES, (CONT'D)

A. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE, (Cont'd)

2. Regulations, (Cont'd)

- h. The service is furnished with the understanding that the customer shall provide assistance on all emergency calls from the public, or secure or attempt to secure the assistance of the appropriate serving agency.
- i. One monthly bill shall be rendered for the service to the customer. The bill will not be prorated among participating agencies.

3. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Telephone Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits or any liability, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and facilities.

4. Rates and Charges

- a. Rates and charges as specified in this Tariff will apply for lines between emergency report center and central office which is the last switching point for 911 service.
- b. Where the central office building which is the last switching point for the 911 service and the normal central office building for the emergency report center location are not within the same primary calling area, mileage charges for the distance between central office buildings, as specified in this Tariff, also apply to each line.

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SECTION 8 – EMERGENCY REPORTING SERVICES, (CONT'D)

B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

1. General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities and enhanced 911 software. No charge applies for calls to the 911 number.

2. Regulations

- a. In addition to the following, the customer is subject to regulations shown in this Section, which deals with Universal Emergency Telephone Service.
- b. All installations of E911 Service must serve the total number of main stations within the jurisdiction of the municipality which are within the serving area of the Telephone Company.
- c. ANI and/or Automatic Location Identification (ALI) will not be displayed on calls placed over two-party or four-party line. A specific code will indicate the call is originating from a multi-party access line.
- d. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service. However, the customer shall make operational tests as in the judgment of the customer are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly. The Maintenance Service Charge will apply when a repair visit to the customer's premises determines that the trouble is a result of customer provided equipment as specified under service charges section of this tariff.
- e. E911 information consisting of the names, addresses and telephone numbers of telephone customers whose listings are not published in directories, or listed in Directory Assistance Offices, is confidential. Information will be provided only for the purpose of responding to an emergency call in progress.

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SECTION 8 – EMERGENCY REPORTING SERVICES, (CONT'D)

B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE, (Cont'd)

2. Regulations, (Cont'd)

- f. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, and address associated with the originating station location are furnished to the PSAP.
- g. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Telephone Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits or any liability, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and facilities. Neither is the Telephone Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the E911 service.
- h. Service boundaries of the Telephone Company and political subdivision boundaries may not coincide. In the event that the customer does not subscribe to Selective Routing, it is their obligation to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the local service area (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

It is the obligation of the customer to arrange for the handling of E911 calls that originate outside the Telephone Company's serving area but within the geographical boundaries of the customer's public safety jurisdiction.

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SECTION 8 – EMERGENCY REPORTING SERVICES, (CONT'D)

B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE, (Cont'd)

3. Rates and Charges

- a. Existing tariff rates and charges apply for: all associated exchange service, private line service including mileage charges that may be associated with E911 service.
- b. Calls that are transferred over exchange facilities from a PSAP are charged at standard tariff rates applicable to station-to-station calls from the PSAP serving central office to the termination point of the transfer.
- c. Lines between originating Central Office and designated Control Office will be at no cost to the County unless the County specifically requests dedicated trunking. If a customer requests dedicated trunking then all tariff rates and charges apply for dedicated trunking including mileage charges that may be associated with E911 service.
- d. Lines between the Control Office and the PSAP.
 - 1) The Telephone Company will provide all associated exchange service and private line service for the provisioning of E911 service for up to two PSAPs per County at no cost. Counties with additional PSAPs will incur all charges for associated exchange service and private line service including mileage charges.
 - 2) All existing tariff rates and charges apply for all services required to provide E911 service in excess of two PSAPs per County including exchange services, private line service and mileage. The Company will bill and collect revenues for the additional services based on the following agreement.
 - a) In counties served more than two PSAPs, the company will bill the County for the additional trunking by using a formula of taking the total charges that would be billed for all PSAPs under a non E911 scenario and multiplying it by a fraction in which the numerator is equal to the number of PSAPs in that county minus two (number of free PSAPs). in the County. The denominator is equal to the total number of PSAPs
 - b) In counties served by more than one LEC and having more than two PSAPs, each LEC will share in the trunking revenues collected using the formula in 3.d.2.a. The trunking revenues would be apportioned to the LECS(s) serving the PSAP that each of them would have received if the dedicated trunking were used to serve a regular customer.
 - c) In counties that are served by more than one Local Exchange Company, having more than two PSAPs, and the customer is billed separately by each LEC providing service; the customer will be billed using the formula in 3.d.2.a. above.

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SECTION 9 – MISCELLANEOUS SERVICES

A. LIFELINE SERVICE

1. Flat Rate Lifeline Service - This service provides a full waiver of the federal subscriber line charge for flat rate customers.

Basic Lifeline Service - This low-priced individual line message rate service provides a full waiver of the federal subscriber line charge. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

Qualified customers may choose any of the Lifeline services as described above. Service connection charges do not apply to change existing service to, from or within Lifeline Service. For connection of new service, service connection charges apply.

2. These services are restricted to low income residential subscribers for a single exchange access line, per household, * at the principal residence. To qualify for Lifeline Services a subscriber must be certified as participating in at least one of the following Government Programs:

- Low Income Home Energy Assistance Program (LIHEAP)#
- Medicaid
- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps Program)
- Federal Public Housing Assistance (Section 8)
- National School Lunch Programs' free lunch program (NSLP)#
- Temporary Assistance for Needy Families (TANF)#
- Veterans Pension Benefit
- Veterans Survivors Pension Benefit
- Customers whose household annual gross income is at or below 135% of the Federal Poverty Guideline.
- Subscribers who reside on federally-recognized tribal lands and participate in one of the following: Bureau of Indian Affairs (BIA) General Assistance, Tribally Administered Temporary Assistance for Needy Families (Tribal TANF), Food Distribution Program on Indian Reservations or Head Start.

* A household is defined as any individual or group of individuals living together at the same address as one economic unit.

These qualifying programs are eligible for New York State support only.

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

A. LIFELINE SERVICE, (Cont'd)

3. Applicants are eligible for discounted Lifeline rates when they provide proof that they are receiving one of the above benefits.

The Lifeline services are effective upon receipt of a completed, signed and approved application form from the customer, with any required backup.

4. Each Lifeline customer's eligibility for Lifeline Service will be verified annually.
5. A Lifeline Service customer may voluntarily choose to block region-to-region calls, toll calls and access to an interexchange carrier. Blocking is provided to Lifeline Service customers without charge.
6. The subscriber, or anyone else in the subscriber's household, may not receive Lifeline service concurrently from another provider of telecommunications services.

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

B. HEARING OR SPEECH IMPAIRED CUSTOMERS

1. Special Equipment for the Hearing or Speech Impaired Customer

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.

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.

The Company will make every reasonable effort to locate and obtain equipment for a certified customer.

The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

2. Discounted Service for the Hearing or Speech Impaired Customer

a. General

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

b. Certification

Acceptable certifications are:

- 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
- 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.

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SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

B. HEARING OR SPEECH IMPAIRED CUSTOMERS, (Cont'd)

2. Discounted Service for the Hearing or Speech Impaired Customer, (Cont'd)

c. Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication.

d. Billing

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

3. New York Relay Service

a. General

The Company will provide access to the New York Relay Service, (NYRS) provides telephone communications service between hearing individuals and deaf/hard of hearing or speech disabled individuals. Anyone can call via the NYRS and utilize the Relay Communications Assistant (CA), also known as Relay Special Operators, to facilitate a telephone conversation utilizing a normal voice telephone and a non-voice telephone such as a teletypewriter or computer.

The CA will type all words spoken by the hearing caller to the caller using a TTY or PC and, in turn, voice all words typed by the TTY or PC to the hearing caller. The NYRS can be reached toll free by dialing the three-digit code 711. The NYRS answers these calls first in voice and then in text using Baudot and ASCII tones. In addition to the 711 code, the NYRS can still be reached on the following toll free 800 numbers.

ANY CALLER	711
VOICE CALLER ONLY	800-421-1220
BAUDOT CALLER ONLY	800-662-1220
ASCII (TTY OR PC)	800-584-2849
VOICE CARRY OVER	877-826-6977

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SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

B. HEARING OR SPEECH IMPAIRED CUSTOMERS, (Cont'd)

3. New York Relay Service, (Cont'd)

b. Regulations

- 1) The NYRS completes intrastate calls and is operational 24 hours a day, seven days a week. Interstate calls can be placed via the same 711 or 800 numbers and will be handled by the CA, but these calls are the responsibility of the Relay Provider, and not the Company charges for all calls are from the point of call origination to the point of termination. All applicable message unit or toll charges apply as if the call were dialed directly. There is no charge to the caller for the use of the NYRS or the CA.
- 2) Charges for all calls are from the point of call origination to the point of termination. All applicable message unit or toll charges apply as if the call were dialed directly. There is no charge to the caller for the use of the NYRS or the CA.
- 3) Persons certified as having a speech or hearing disability which requires use of non-voice telephone equipment for telephonic communications receive a 50% reduction in local and intrastate intraLATA toll message charges billed to the telephone service of the person with the disability. The reduction in charges is applied at only one location designated by the person with a disability.
- 4) Calls thru the NYRS may be billed to a third number only within New York State, but can be billed to major calling or pre-paid cards issued by Verizon, or any major Interexchange Carrier or Local Exchange Carrier or Pre-Paid Card Provider, if the card provider has made arrangements with NYRS.
- 5) Any type of call can be placed via the NYRS except calls to informational announcements, group bridging services and other live or taped pay-per-minute services. A conference call can be joined via a relay call using the Relay CA, but the Relay is not a conference call providing service. A Coin-Sent-Paid call can be made via the NYRS using a major Calling Card or Pre-Paid Card. These calls will be charged at the same rate, or less, as if the call were made using coins.
- 6) Acceptable certifications are (1) those made by a licensed physician, otolaryngologist, speech language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech disabilities in cooperation with an official agency of the State of New York or (2) pre-existing certifications establishing the hearing or speech disability such as those which qualify the person with a disability for social security benefits on the basis of total deaf/hard of hearing or for use of facilities of an agency for persons with hearing or speech disabilities.

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SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

B. HEARING OR SPEECH IMPAIRED CUSTOMERS, (Cont'd)

3. New York Relay Service, (Cont'd)

c. Liability

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

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

C. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

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 Product Guide at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R-) 54.500 et. seq.

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

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

C. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, (Cont'd)

2. Regulations

a. Obligation of eligible schools and libraries

1) Requests for service

- a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c) Services requested will be used for educational purposes.
- d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

b. Obligations of the Company

- 1) The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Product Guide. Those services contained in this Product Guide which are excluded from the discount program, in accordance with the Rules.
- 2) The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- 3) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Product Guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

C. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, (Cont'd)

3. Discounted Rates for Schools and Libraries

- c. 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.
- d. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- e. 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.

4. Discount Matrix

f. Services Ineligible for Schools and Libraries Discount

- 1) Voice Mail Services

g. Schools and Libraries Discount Matrix

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
% of students eligible for National school lunch program	<u>Urban discount</u>	<u>Rural discount</u>
<1	20	25
1 – 19	40	50
20 – 34	50	60
35 – 49	60	70
50 – 74	80	80
75 – 100	90	90

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

D. HEALTH CARE PROVIDERS SUPPORT PROGRAM

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 Product Guide. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State 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.

2. Regulations

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

SECTION 9 – MISCELLANEOUS SERVICES (Cont’d)

D. HEALTH CARE PROVIDERS SUPPORT PROGRAM, (Cont’d)

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

4. Responsibility of the Company
 - a. The Company shall offer the rates and charges as specified in Part 5 below, to eligible health care providers to the extent that facilities and services are available and offered at the rates specified.
 - b. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
 - c. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

D. HEALTH CARE PROVIDERS SUPPORT PROGRAM, (Cont'd)

5. Rates and Charges

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

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

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

E. TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM

1. Service Description

The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U. S. Government as defined in the TSP Service Vendor Handbook and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.

Conditions of emergency or crises that cause invocation of NSEP treatment can only be declared by authorized officials of the Federal Government or other officials (Federal or Non-Federal) specified by the Manager - National Communication System (NCS) on behalf of the Executive Office of the President of the United States.

2. Limitations

- a. Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations. In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS manual 3-1-1 dated July 9, 1990) and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCS manual 3-1-2 dated July 9, 1990).
- b. The customer for TSP System Service also must be the same customer for the underlying Access Service with which it is associated.
- c. The Company will arrange for the installation and/or restoration of TSP System Service upon receipt of the proper certification as specified in FCC Rules and Regulations cited in paragraph (1) preceding.
- d. It is the responsibility of the TSP user to provide the TSP Authority Code to the Company with each service request.
- e. When performing Priority Installation or Priority Restoration (repair) on TSP-designated services in compliance with the Rules and Regulations cited in (1) above, the Company may not be in a position to notify the customer regarding additional labor charges if additional labor is required. The customer recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of service may cause unnecessary delays and grants the Telephone Company the right to quote charges after the installation or restoration has been completed.

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SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

E. TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM, (Cont'd)

3. Rules and Regulations

- a. Under certain conditions it may be necessary to preempt one or more customer services with a lower (or no) restoration priority in order to install or restore NSEP telecommunications service(s). If preemption is necessary, and if circumstances permit, the Telephone Company will make every reasonable effort to notify the preempted customer of the action to be taken. Credit allowance for service preemption shall be made in accordance with the provisions set forth in 1.3.1(A) preceding.
- b. No charge applies when a TSP designation is discontinued.
- c. With the exception of credit information, a customer obtaining TSP system service acknowledges and consents to the provision of certain customer service details by the Telephone Company to the Federal Government to allow for the proper maintenance and administration of the TSP system. That information includes but is not necessarily limited to:
 - Confirmation of completed TSP service orders directly to the Manager, National Communications System (NCS);
 - Verification of installation and/or restoration priority level assignment(s) with the Manager, NCS;
 - Reconciliation of TSP service information with the Manager, NCS, or the customer (prime service vendor).

A. Definitions

National Communications System (NCS)

The NCS is established under the Executive Office of the President of the United States and is responsible for the day-to-day operation of the TSP System. This includes maintaining a twenty-four hour point-of-contact to handle emergency provisioning requests, assigning priority levels and Authorization Codes and maintaining data on TSP assignments.

SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

F. CRITICAL FACILITIES ADMINISTRATION SERVICE (CFAS)

1. General

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits. If the Company is acting as the Prime Contractor, the company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

2. Customer Obligations

- a. Customers' circuits must be federally registered as TSP circuits.
- b. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
- c. Customers must pay the appropriate Product Guide charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the customer.
- d. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential and comply with any security procedures established in support of CFAS. This may include, but will not be limited to, provision of appropriate passwords prior to forwarding of CFAS information.

3. Obligations of the Company

- a. The Company will maintain data and restrict access by each customer to information relative to that customer's subscribed circuits.
- b. Company will identify the physical path of each subscribed circuit whenever requested by the customer so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit. Where Company systems permit, information will be transmitted to the Customer in the form of an AutoCAD file with the coordinates included. The Customer must provide its own software capable of reading an AutoCAD file.

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SECTION 9 – MISCELLANEOUS SERVICES (Cont'd)

F. CRITICAL FACILITIES ADMINISTRATION SERVICE (CFAS), (Cont'd)

4. Obligations of the Company (Cont'd)

- c. The Company will make available physical path information for newly provisioned subscribed circuits to the customer within 5 business days after the circuit has been installed and within 15 business days for existing TSP circuits.
- d. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- e. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the customer within ninety days of the restoration of service upon request.

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SECTION 10 – SPECIAL ARRANGEMENTS

A. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which varies from service arrangements in this Tariff or Product Guide. Rates quoted in response to such requests may be different than those specified for similar services in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

SECTION 11 – TAXES AND SURCHARGES

A. Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring, nonrecurring and usage rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

Gross Revenue Surcharge – Maximum Rate:

Services Provided for Resale	0.3764%
IntraLATA Toll and RCP Service	2.8273%
All Other Services	2.9405%

B. Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except toll message usage, operator's charges for busy verification and interrupt service, WATS, returned check charges, late payment charges and rates for local coin calls. Foreign exchange service provided from a central office of this Company located in a city or village where a surcharge applies is subject to the surcharge applicable in the serving central office.

The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

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

Municipal Surcharge – Maximum Rate:

Buffalo, Rochester & Yonkers	3%
All Other Jurisdictions	1%

SECTION 11 – TAXES AND SURCHARGES, (Cont'd)

C. Metropolitan Commuter Transportation District Tax Surcharge

1. In the counties listed in Paragraph 2 following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to recurring, nonrecurring and usage rates and charges for all intrastate services except charges collected for sent-paid Public Access Smart-pay Lines dialed calls, check return and late payment charges. Foreign exchange service provided from a central office located in one of the counties in Paragraph 2 following is subject to the surcharge.
2. The surcharge is applicable to service furnished in the following counties:
 - New York City Counties
 - Dutchess County
 - Bronx County
 - Nassau County
 - Kings County
 - Orange County
 - New York County
 - Putnam County
 - Queens County
 - Rockland County
 - Richmond County
 - Suffolk County
 - Westchester County
3. Any changes to this rate will be filed on 15 days' notice to the Commission, and as directed by the Commission. Customers will be notified of such changes on the first bill following the rate change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed by the Commission.

MTA Tax – Maximum Rate:

Services Provided for Resale	0.1277%
IntraLATA Toll and RCP Service	0.6890%
All Other Services	0.7300%

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SECTION 12 – RATES AND CHARGES

A. Verizon Service Area

1. Service Charges	<u>Residence</u>	<u>Business</u>
Change of Service Charge per Line/Trunk (T)	\$24.75	\$24.75
Change of Telephone Number Charge		
First Line	\$42.00	\$97.50
Each Additional Line	\$26.00	\$27.50
Connection Charge		
First Line	\$85.46	\$195.74 (I)
Each Additional Line	\$57.21	\$93.39 (I)
Feature Add/Change/Delete Charge	\$24.00	\$27.50
Hunting Arrangement Charge		
First Line	\$52.05	\$52.00
Each Additional Line	\$26.00	\$26.00
Inside Wire Installation Charge		
Normal Business Hours		
First ½ Hour	\$175.00	\$175.00
Each Additional ½ Hour	\$85.00	\$85.00
Outside Normal Business Hours		
First Hour	\$375.00	\$375.00
Each Additional Hour	\$187.50	\$187.50
Inside Wire Maintenance Charge	\$250.00	\$250.00
Maintenance of Service Charge per Line/Trunk (T)	\$250.00 (I)	\$250.00
Primary Interexchange Carrier Change Charge	\$5.00	\$5.00
Record Order Charge	\$16.15	\$38.00
Remote Call Forwarding Charge		
First Path	\$41.00	\$100.00
Each Additional Path	\$25.00	\$30.00
Restoral Charge	\$36.00	\$86.90
Returned Check Charge	\$10.00	\$20.00
Rewire Charge		
First Line	\$42.00	\$97.50
Each Additional Line	\$26.00	\$27.50

SECTION 12 – RATES AND CHARGES, CONT'D

A. Verizon Service Area, (Cont'd)

	<u>Residence</u>	<u>Single Line Business</u>
2. Basic Local Exchange Service		
Message Rate Service	\$15.80	\$42.03* (I)
Lifeline - Message Rate Service	\$1.00	N/A
Flat Rate Service	\$23.00	N/A
Lifeline - Flat Rate Service	\$9.20	N/A
3. Local Usage	<u>Residence</u>	<u>Business</u>
Per Message	\$0.09	N/A
Per Minute		
First 3 Minutes	N/A	\$0.08
Each Additional Minute	N/A	\$0.02
4. Public Access Lines	N/A	\$20.50
5. Directory Listings and Directory Assistance		
Non-Published Service	\$4.50	\$4.25
Directory Assistance	\$2.75	\$2.99
Directory Assistance Call Completion	\$0.00	\$0.00
6. Operator Services		
Third Number Billing	\$1.73	\$1.73
Collect Calls	\$1.73	\$1.73
Person-to-Person	\$3.49	\$3.49
Operator Dialed	\$1.73	\$1.73
Calling Card		
Operator Assisted	\$1.73	\$1.73
Customer Dialed	\$0.45	\$0.45

* Business Message Rate Service is eligible for discounts of approximately 19%, 24% (I) and 28% for term commitments of 12, 24 and 36 months respectively.

SECTION 12 – RATES AND CHARGES, (CONT'D)

B. Citizens Service Area

1. Service Charges	<u>Business (T)</u>
Change of Service Charge per Line/Trunk (T)	\$24.75 (I)
Change of Telephone Number Charge	
First Line	\$40.88
Each Additional Line	\$13.63
Connection Charge	
First Line	\$88.81
Each Additional Line	\$13.63
Feature Add/Change/Delete Charge	\$24.00
Hunting Arrangement Charge	
First Line	\$40.88
Each Additional Line	\$13.63
Inside Wire Installation Charge	
Normal Business Hours	
First Hour	\$250.00
Each Additional Hour	\$125.00
Outside Normal Business Hours	
First Hour	\$375.00
Each Additional Hour	\$187.50
Inside Wire Repair Charge	
First Hour	\$250.00
Each Additional Hour	\$125.00
Maintenance of Service Charge per Line/Trunk (T)	\$250.00 (I)
Primary Interexchange Carrier Change Charge	\$5.00
Record Order Charge	\$27.25
Remote Call Forwarding Charge	
First Path	\$56.31
Each Additional Path	\$13.63
Restoral Charge	\$62.50
Returned Check Charge	\$20.00
Rewire Charge	
First Line	\$40.88
Each Additional Line	\$13.63

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SECTION 12 – RATES AND CHARGES, (CONT'D)

B. Citizens Service Area, (Cont'd)

2. Basic Local Exchange Service	Single
Flat Rate Service	Line
Rate Group 1	<u>Business</u>
Rate Group 2	\$33.85 (I)
Rate Group 3	\$36.93 (I)
Rate Group 4	\$40.13 (I)
Rate Group 5	\$43.15 (I)
Rate Group 6	\$50.95 (I)
Rate Group 7	\$34.88
	\$22.11
3. Directory Listings and Directory Assistance	
Non-Published Service	\$6.88
Directory Assistance	\$5.99
Directory Assistance Call Completion	\$1.50
4. Operator Services	
Third Number Billing	\$2.85
Collect Calls	\$2.80
Person-to-Person	\$5.13
Operator Dialed	\$2.80
Calling Card	
Operator Assisted	\$2.80
Customer Dialed	\$1.70

SECTION 12 – RATES AND CHARGES, (CONT'D)

C. Frontier Communications of Ausable Valley, Seneca Gorham & Sylvan Lake; Ogden Telephone Service Areas

1. Service Charges	<u>Business</u>	
Change of Service Charge per Line/Trunk (T)	\$24.75	
Change of Telephone Number Charge		
First Line	\$39.60	(I)
Each Additional Line	\$39.60	
Connection Charge		
First Line	\$58.66	
Each Additional Line	\$39.60	(I)
Feature Add/Change/Delete Charge	\$24.00	
Hunting Arrangement Charge		
First Line	\$45.00	(I)
Each Additional Line	\$20.00	(I)
Inside Wire Installation Charge		
Normal Business Hours		
First Hour	\$250.00	
Each Additional Hour	\$125.00	
Outside Normal Business Hours		
First Hour	\$375.00	(R)
Each Additional Hour	\$187.50	
Inside Wire Repair Charge		
First Hour	\$250.00	
Each Additional Hour	\$125.00	(R)
Maintenance of Service Charge per Line/Trunk (T)	\$250.00	
Primary Interexchange Carrier Change Charge	\$5.00	
Remote Call Forwarding Charge		
First Path	\$45.00	(I)
Each Additional Path	\$20.00	(I)
Restoral Charge-per line	\$39.60	(I)
Returned Check Charge	\$20.00	
Rewire Charge		
First Line	\$39.60	(I)
Each Additional Line	\$39.60	(I)

SECTION 12 – RATES AND CHARGES, (CONT'D)

C. Frontier Communications of Ausable Valley, Seneca Gorham & Sylvan Lake; Ogden Telephone Service Areas, (Cont'd)

2. Basic Local Exchange Service	Single Line
Message Rate Service	<u>Business</u>
Rate Group 1	\$28.86 (I)
Rate Group 2	\$30.43 (I)
Rate Group 3	\$24.74 (I)
Rate Group 3 – with 50 Message Unit Allowance	\$28.00 (I)
Flat Rate Service	
Rate Group 4	\$31.55 (I)
Rate Group 5	\$31.83 (I)
Rate Group 6	\$30.15 (I)
Rate Group 7	\$31.25 (I)
Rate Group 8	\$31.25 (I)
3. Local Usage	
Per Message Unit – Ogden Telephone – Rate Group 3	\$0.1063
Per Message Unit – All Others	\$0.063
Message Units per Call (Keeseville to Plattsburg Only)	
0-10 Miles	1 \$0.063
11-15 Miles	2 \$0.125
16-20 Miles	3 \$0.188
21-30 Miles	4 \$0.250
31-45 Miles	5 \$0.313
4. Directory Listings and Directory Assistance	
Non-Published Service	\$6.88
Directory Assistance	
Local	\$0.45
National	\$1.50
Directory Assistance Call Completion	\$2.00
5. Operator Services	
Third Number Billing	\$3.00
Collect Calls	\$3.00
Person-to-Person	\$4.50
Operator Dialed	\$3.00
Calling Card	\$3.00

SECTION 12 – RATES AND CHARGES, (CONT'D)

D. Frontier Communications of New York Service Area

1. Service Charges	<u>Business</u>
Change of Service Charge per Line/Trunk (T)	\$24.75
Change of Telephone Number Charge	
First Line	\$45.88
Each Additional Line	\$20.88
Connection Charge	
First Line	\$69.79
Each Additional Line	\$45.88
Feature Add/Change/Delete Charge	\$24.00
Hunting Arrangement Charge	
First Line	\$39.88
Each Additional Line	\$14.88
Inside Wire Installation Charge	
Normal Business Hours	
First Hour	\$250.00
Each Additional Hour	\$125.00
Outside Normal Business Hours	
First Hour	\$375.00
Each Additional Hour	\$187.50
Inside Wire Repair Charge	
Per Dispatch (T)	\$250.00
(D)	
Maintenance of Service Charge per Line/Trunk (T)	\$250.00
Primary Interexchange Carrier Change Charge	\$10.00
Record Order Charge	\$24.00
Remote Call Forwarding Charge	
First Path	\$45.88
Each Additional Path	\$20.88
Restoral Charge	\$20.70
Returned Check Charge	\$20.00
Rewire Charge	
First Line	\$45.88
Each Additional Line	\$20.88

(I)
(I)

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SECTION 12 – RATES AND CHARGES, (CONT'D)

D. Frontier Communications of New York Service Area, (Cont'd)

2. Basic Local Exchange Service			Single
Measured Rate Service			Line
All Rate Groups			<u>Business</u>
			\$18.90 (I)
3. Local Usage			
Per Minute		<u>Day/Evening</u>	<u>Night/Holiday</u>
First 3 Minutes		\$0.0713	\$0.0475
Each Additional Minute		\$0.0225	\$0.0150
4. Directory Listings and Directory Assistance			
Non-Published Service			\$5.31
Directory Assistance			\$5.99
Directory Assistance Call Completion			\$1.50
5. Operator Services			
Third Number Billing			\$2.00
Collect Calls			\$2.00
Person-to-Person			\$3.50
Operator Dialed			\$2.00
Calling Card			
Operator Assisted			\$2.00
Customer Dialed			\$1.45

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SECTION 12 – RATES AND CHARGES, (CONT'D)

E. Frontier Communications of Rochester Service Area

1. Service Charges	<u>Business (T)</u>
Change of Service Charge per Line/Trunk	\$24.75 (I)
Change of Telephone Number Charge	
First Line	\$26.25
Each Additional Line	\$26.25
Connection Charge	
First Line	\$101.11
Each Additional Line	\$26.25
Feature Add/Change/Delete Charge	\$24.00
Hunting Arrangement Charge	
First Line	\$22.29
Each Additional Line	\$22.29
Inside Wire Installation Charge	
Normal Business Hours	
First Hour	\$250.00
Each Additional Hour	\$125.00
Outside Normal Business Hours	
First Hour	\$375.00
Each Additional Hour	\$187.50
Inside Wire Repair Charge	
First Hour	\$250.00
Each Additional Hour	\$125.00
Maintenance of Service Charge per Line/Trunk (T)	\$250.00 (I)
Primary Interexchange Carrier Change Charge	\$10.00
Record Order Charge	\$22.29
Remote Call Forwarding Charge	
First Path	\$48.54
Each Additional Path	\$26.25
Restoral Charge	\$48.88
Rewire Charge	
First Line	\$48.54
Each Additional Line	\$26.25

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SECTION 12 – RATES AND CHARGES, (CONT'D)

E. Frontier Communications of Rochester Service Area, (Cont'd)

B. Basic Local Exchange Service Measured Rate Service All Rate Groups	Single Line <u>Business</u> \$25.79 (I)
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C. Local Usage

Per Minute	<u>Day/Evening</u>	<u>Night/Holiday</u>
First 3 Minutes	\$0.1375	\$0.1250
Each Additional Minute	\$0.0275	\$0.0175

D. Directory Listings and Directory Assistance

Non-Published Service	\$6.44
Directory Assistance	\$4.99
Directory Assistance Call Completion	\$2.00

E. Operator Services

Third Number Billing	\$3.00
Collect Calls	\$3.00
Person-to-Person	\$4.00
Operator Dialed	\$3.00
Calling Card	\$3.00

SECTION 12 – RATES AND CHARGES, (CONT'D)

F. Windstream New York Service Area

1. Service Charges	<u>Business (T)</u>
Change of Service Charge per Line/Trunk (T)	\$24.75 (I)
Change of Telephone Number Charge	
First Line	\$33.04
Each Additional Line	\$14.29
Connection Charge	
First Line	\$57.14
Each Additional Line	\$14.29
Feature Add/Change/Delete Charge	\$24.00
Hunting Arrangement Charge	
First Line	\$33.04
Each Additional Line	\$14.29
Inside Wire Installation Charge	
Normal Business Hours	
First Hour	\$250.00
Each Additional Hour	\$125.00
Outside Normal Business Hours	
First Hour	\$375.00
Each Additional Hour	\$187.50
Inside Wire Repair Charge	
First Hour	\$250.00
Each Additional Hour	\$125.00
Maintenance of Service Charge per Line/Trunk (T)	\$250.00 (I)
Primary Interexchange Carrier Change Charge	\$5.00
Record Order Charge	\$12.75
Remote Call Forwarding Charge	
First Path	\$44.89
Each Additional Path	\$14.29
Restoral Charge	
First Line	\$57.14
Each Additional Line	\$14.29
Returned Check Charge	\$20.00
Rewire Charge	
First Line	\$33.04
Each Additional Line	\$14.29

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SECTION 12 – RATES AND CHARGES, (CONT'D)

F. Windstream New York Service Area, (Cont'd)		
2. Basic Local Exchange Service		Single Line
Flat Rate Service		<u>Business</u>
Rate Group 1	\$20.38	(I)
Rate Group 2	\$26.39	
Rate Group 3	\$27.19	
Rate Group 4	\$27.73	
Rate Group 5	\$30.50	
Rate Group 6	\$32.04	
Rate Group 7	\$35.86	
Rate Group 8	\$39.69	
Rate Group 9	\$35.86	(I)
Message Rate Service		
Rate Group 9 Only	\$11.60	(I)
3. Local Usage		
Per Message	\$0.1159	
4. Directory Listings and Directory Assistance		
Non-Published Service	\$3.69	
Directory Assistance		
Local	\$0.95	
National	\$1.25	
Directory Assistance Call Completion	\$1.99	
5. Operator Services		
Third Number Billing	\$2.07	
Collect Calls	\$2.02	
Person-to-Person	\$4.62	
Operator Dialed	\$1.68	
Calling Card		
Operator Assisted	\$1.68	
Customer Dialed	\$0.67	

SECTION 12 – RATES AND CHARGES, (CONT'D)

G. All Areas

1. Telecommunications Service Priority (TSP) System

MetTel concurs in the rates found in Metropolitan Telecommunications Corporation (MetTel) Tariff FCC #1, Section 6 as they now exist, and as they may be revised, added to or supplemented. MetTel's Tariff FCC #1 may be access via the following URL:
<http://www.mettel.net/tariffs.html>

2. Critical Facilities Administration Service (CFAS)

Engineering Charge – Per Hour	\$150.00
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3. Toll Free Number Service (8YY)

Set-Up Fee	\$35.00
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SECTION 13 – RATE GROUPS

A. Citizens Service Area

<u>RATE CENTER</u>	<u>RATE GROUP</u>	<u>RATE CENTER</u>	<u>RATE GROUP</u>
ADAMS	3	FAIR HAVEN	2
ADAMS CTR	3	FILLMORE	1
ALFRED	2	FONDA	3
ALMOND	2	FOREST PORT	4
ANDOVER	3	FORT PLAIN	2
APALACHIN	4	FRANKLIN	1
BAINBRIDGE	2	GEORGETOWN	2
BARRYVILLE	3	GILBERTSVILLE	1
BELLEVILLE	3	GLEN	3
BERKSHIRE	4	GLOVERSVILLE	3
BLOOMINGBURG	3	GREENE	4
BLUE MTN LAKE	1	GREENWOOD	2
BOONVILLE	4	GUILFORD	3
BRANCHPORT	2	HAMMONDSPORT	2
BROADALBIN	4	HANNIBAL	4
BROOKFIELD	4	HAWLEYTON	4
CANAJOHARIE	2	HENDERSON	3
CANDOR	2	INDIAN LAKE	1
CAROGA LAKE	3	JASPER	2
CATO	5	JOHNSTOWN	3
CHEMUNG	3	LAKE LUZERNE	4
CHENANGO BRIDGE	4	LAKE PLEASANT	1
CHESTERTOWN	3	LEONARDSVILLE	4
CINCINNATUS	3	LITTLE MEADOWS, PA	6
CIRCLEVILLE	3	LOCKWOOD	3
CLAYVILLE	4	LONG LAKE	1
CONSTABLEVILLE	2	LOWVILLE	2
CORFU	5	LYONS FALLS	2
CORINTH	4	LYSANDER	5
CROGHAN	2	MADISON	2
DALTON	1	MANNVILLE	3
DARIEN	5	MARATHON	4
DENTON	3	MASONVILLE	2
DERUYTER	4	MAYFIELD	3
DOWNSVILLE	2	MCDONOUGH	2
DRYDEN	4	MIDDLETOWN	4
DUNDEE	2	MORRIS	3
EAGLE BAY	2	MORRISVILLE	2
EARLVILLE	2	MOUNT UPTON	3
ELIZAVILLE	3	NARROWSBURG	2

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SECTION 13 – RATE GROUPS, (CONT'D)

A. Citizens Service Area, (Cont'd)

<u>RATE CENTER</u>	<u>RATE GROUP</u>	<u>RATE CENTER</u>	<u>RATE GROUP</u>
NEW WOODSTOCK	5	WELLS	3
NEWARK VALLEY	4	WEST VALLEY	2
NEWCOMB	1	WHITNEY POINT	4
NORTH BROOKFIELD	4	WILLIAMSTOWN	4
NORTH CREEK	3	WURTSBORO	3
NORTHVILLE	3	WELLS	3
NORWICH	3		
OLD FORGE	2		
OTISVILLE	3		
OXFORD	2		
PORT JERVIS	3		
PULASKI	4		
QUAKER LAKE, PA	7		
RAQUETTE LAKE	2		
RED HOOK	3		
REMSEN	4		
RHINEBECK	4		
ROSCOE	1		
SANBORN	5		
SANDY CREEK	2		
SCOTCHTOWN	4		
SHELBURNE	2		
SIDNEY	2		
SLATE HILL	3		
SLATERVILLE SPRGS	3		
SMYRNA	2		
SOUTH NEW BERLIN	2		
SOUTH OTSELIC	2		
SPENCER	4		
ST JOHNSVILLE	2		
STAATSBURG	4		
TIVOLI	3		
TRIBES HILL	4		
TRUXTON	4		
UNADILLA	2		
UNIONVILLE	3		
VIRGIL	4		
WALTON	2		
WATERVILLE	4		
WAYNE	2		

SECTION 13 – RATE GROUPS, (CONT'D)

B. Frontier Communications of Ausable Valley, Seneca Gorham & Sylvan Lake; Ogden Telephone Service Areas

<u>RATE CENTER</u>	<u>RATE GROUP</u>
ASABLFORKS	1
HILTON	3
HONEOYE	6
HOPEWLLJCT	4
KEESEVILLE	1
PAULSMITHS	2
RUSHVILLE	7
SPENCERPT	3
STANLEY	8
WILMINGTON	1

C. Windstream New York Service Area

<u>RATE CENTER</u>	<u>RATE GROUP</u>
BEMUSPOINT	5
CAZENOVIA	7
CENTRAL SQ	7
CHAUTAUQUA	1
CLYMER	5
ELLINGTON	5
FREWSBURG	5
FULTON	9
GERRY	5
JAMESTOWN	5
KENNEDY	5
LAKESWOOD	5
MANLIUS	7
MARCELLUS	7
MUNNSVILLE	3
PANAMA	5
PHOENIX	7
RANDOLPH	5
SHORTSVL	8
SINCLAIRVL	5
STEAMBURG	5
STEDMAN	5
W WINFIELD	6