

PNG TELECOMMUNICATIONS, INC.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK**

Applicable in New York State

(Replaces PNG Telecommunications, Inc. P.S.C. No. 2 in its entirety)

Issued in compliance with the Order of the New York Public Service
Commission in Case No. 95-C-0312, Issued and Effective December 27, 2000.

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(T)

EXPLANATION OF NOTES

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

Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by PNG Telecommunications, Inc. (the “Company”), as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

1.1.1 Service Territory

The Company will provide service in the areas presently served by Bell Atlantic.

1.1.2 Availability

Service is available where facilities permit

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (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.

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

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; 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. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

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

c. Use of Facilities of Other Companies

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

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

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

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

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

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

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

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors

- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service 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 service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

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

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

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

2.3 FLEXIBLE PRICING

2.3.1 General

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

2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

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

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

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at 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. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25.00.

2.4.5 Late Payment Charges

- a. 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% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

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

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.6 Customer Overpayments

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

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

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 609 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in Section 13.

2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in Section 13. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in Section 13.

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.

2.8 [RESERVED FOR FUTURE USE]

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

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

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

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

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

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

- e. Nonpayment of backbilled amounts as outlined in 2.11.12.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 Verification of Nonpayment

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

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment

a. General

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

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

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

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

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

d. Change in the Company's Ability to Secure Access

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

2.9.5 Emergency Termination of Service

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

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

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Sections 13 and 14 apply to service furnished:
 1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.10.2 Telephone Number Changes

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

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

2.10.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Dishonored Checks

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

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

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 and shown in Sections 13 and 14 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

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

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

2.11.2 Telephone Number Changes

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

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

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

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

2.11.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

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

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

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

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

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

2.11.3 Deposits (cont'd)

b. Customers Exempt from Deposits

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

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

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

2.11.3 Deposits (cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.11.7 below.)

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

2.11.4 Installment Billing For Nonrecurring Charges

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

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

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

2.11.4 Installment Billing For Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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

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

2.11.5 Adjusted Payment Schedule

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

2.11.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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

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

2.11.7 Deferred Payment Agreements

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

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

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

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

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

2.11.8 Dishonored Checks

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

2.11.9 Suspension or Termination - Abandonment

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

2.11.10 Suspension or Termination - Medical Emergencies

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

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

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

2.11.11 Suspension or Termination - Elderly, Blind or Disabled

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

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

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

2.11.12 Backbilling for Residential Customers

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

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

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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

2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

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

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

c. (cont'd)

ii. (cont'd)

- b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths 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 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

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

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

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

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

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

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 Regulations

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

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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

2.13 AUTOMATIC NUMBER IDENTIFICATION (cont'd)

2.13.1 Regulations (cont'd)

- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.13.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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

2.14 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY

2.14.1. General

1) Program Description

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

2) Program Components

- a) The TSP program has two components, restoration and provisioning.
 - 1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

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

2.14 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.14.1. General, Continued

2) Program Components, Continued

- b) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.14.2. TSP Request Process – Restoration

- 1) To request a TSP restoration priority assignment, a prospective TSP user must:
 - a) determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1) National Security Leadership
 - 2) National Security Posture and U.S. Population Attack Warning
 - 3) Public Health, Safety, and Maintenance of Law and Order
 - 4) Public Welfare and Maintenance of National Economic Posture
 - b) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
 - c) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
 - d) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.

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

2.14 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.14.2. TSP Request Process – Restoration, Continued

- 1) Continued,
 - e) Submit the SF 315 to the OPT.
 - f) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2.14.3 TSP Request Process – Provisioning

- 1) To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in Section 2.14.2 above for restoration priority assignment except for the following differences. The user should:
 - a) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in Section 2.14.2 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
 - b) Verify that the Company cannot meet the service due date without a TSP assignment.
 - c) Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.14.4. Responsibilities of the End-User

- 1) End-users or entities acting on their behalf must perform the following:
 - a) Identify telecommunications services requiring priority.
 - b) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
 - c) Accept TSP services by the service due dates.

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

2.14 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.14.4. Responsibilities of the End-User, Continued

1), Continued

- d) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e) Pay the Company any authorized costs associated with priority services.
- f) Report to the Company any failed or unusable services with priority levels.
- g) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.14.5. Responsibilities of the Company

- 1) The Company will perform the following:
 - a) Provide TSP service only after receipt of a TSP authorization code.
 - b) Revoke TSP services at the direction of the end-user or OPT.
 - c) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
 - d) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
 - e) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
 - f) Confirm completion of TSP service order activity to the OPT.
 - g) Participate in reconciliation of TSP information at the request of the OPT.

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

2.14 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.14.5. Responsibilities of the Company, Continued

1), Continued

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

2.16.6. Preemption

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

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Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.3.

3.1.3. Connection Rates

	<u>Min</u>	<u>Max</u>
Business	\$24.99	\$200.00
Residential	\$34.95	\$200.00

Section 3 - CONNECTION CHARGES (cont'd)

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2.9 of this Tariff.

	<u>Business</u>	<u>Residence</u>
Minimum:	\$20.00	\$18.00
Maximum:	\$120.00	\$55.00

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$24.99	\$24.99	\$2.00
Maximum:	\$200.00	\$200.00	\$40.00
Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$24.99	\$24.99	\$2.00
Maximum:	\$200.00	\$200.00	\$40.00

Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

3.4.1 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment, a separate charge applies in addition to all other charges for the visit.

	<u>Minimum</u>	<u>Maximum</u>
Per Premises Visit, Residence:	\$34.95	\$200.00
Per Premises Visit, Business:	\$39.99	\$200.00
3.4.2 Missed Appointment, Business & Residence	\$50.00	\$150.00

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

	<u>Minimum</u>	<u>Maximum</u>
Charge Per Change	\$ 1.00	\$ 5.00

Section 3 - CONNECTION CHARGES (cont'd)

3.6 PUBLIC TELEPHONE SURCHARGE

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g. using the "#" symbol). The Public Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to the completion of a call, the Public Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	<u>Minimum</u>	<u>Maximum</u>
Rates per call	\$0.15	\$1.00

3.7 CONVERSION CHARGE

The conversion charge is applied to the Customer's account upon the Customer moving from a carrier other than PNG to PNG for local service.

	<u>Minimum</u>	<u>Maximum</u>
Charge per line	\$20.00	\$35.00

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Section 4 – INTERLATA AND INTRALATA TOLL USAGE

4.1 GENERAL

4.1.1 Description

1. IntraLATA toll service is furnished for voice communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. This service may not be used to access information services.
2. InterLATA toll service is furnished for voice communications between telephones in different Local Access and Transport Areas within the State of New York in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. This service may not be used to access information services.
3. IntraLATA and interLATA toll calling include the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.
4. Toll-Free Service allows the calling party to charge each call to the Customer without operator assistance. By the use of specifically designed prefixes, such as 800, 888 or 877, the charge for each call is automatically billed to the Customer. A Personal Identification Number is available to Customers as an option. Calls to a toll-free number equipped with a PIN cannot be completed unless the calling party dials PIN when requested. The Customer distributes the PIN only to those persons whom he or she wants to have the ability to reach the toll-free number.
5. Travel Card Service is a travel service that allows Customers to originate calls via toll-free number provided by PNG from non-presubscribed access lines.
6. PowerDial Service is available to business and residential Customers for outbound calling. Calls originate via access code dialing.

Section 4 - INTERLATA AND INTRALATA TOLL USAGE

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system. Operator Service charges will apply to operator assisted calls in addition to usage charges.
- b. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate. Operator Service charges will apply to operator assisted calls in addition to usage charges.

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed using an initial increment of one (1) minute and then in subsequent full minute increments and all fractions of an increment are rounded up to the next whole increment. (I)
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 All connected toll-free calls are billed, including wrong numbers. Customers that wish not to be charged for wrong number calls should order the optional PIN number described above.

Section 4 – INTERLATA AND INTRALATA TOLL USAGE(cont'd)

4.3 TIME PERIODS

Rates for intraLATA and interLATA toll are independent of the time of the call.

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Rates and charges for intraLATA and interLATA toll calls are independent of mileage.

Section 4 - INTERLATA AND INTRALATA TOLL USAGE (cont'd)

4.5 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above. Rates do not vary between time periods or with mileage. Where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

4.5.1 Usage Charges

Minimum:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

Maximum:

Service	Per minute	Monthly Recurring Charge	
Direct Dialed Intra and InterLATA Toll,	\$0.22	\$3.95	(I)
Toll-Free Service,	\$0.22	\$3.95	(I)
with optional PIN	\$0.22	\$3.95	(I)
Travel Card Service	\$0.25	\$3.99	(I)
PowerDial Service	\$0.12	n/a	

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SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.1 DIRECTORY LISTING SERVICE

5.1.1 Generally

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where, in the Company's judgment, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

5.1.2 Types of Listings

1. Primary Listing - One listing, termed the primary listing, is included with each exchange access line or each joint user service.
2. Additional Listings - Additional listings may be the listings of individual names of those entitled to use the Customer's service or for business, departments, divisions, trade names, *etc.*

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. Nevertheless, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of the main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service that is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.1. DIRECTORY LISTING SERVICE (cont.)

5.1.2 Types of Listings, Continued

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference listings, Foreign listings, *etc.* take the same business or residence classification as the service with which such listings are furnished.

3. Nonpublished Service

The Telephone numbers of nonpublished service are not listed in either PNG's alphabetical directory or Directory Assistance records available to the general public.

Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service or bill their clients or to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished 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 or death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Customer promises to release, indemnify and save the Company harmless from and against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published number or the disclosing of a non-published number to any person.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.1 DIRECTORY LISTING SERVICE (cont.)

5.1.2 Types of Listings , Continued

4. [reserved for future use]

5. Toll-Free Directory Listing W

Where available, a listing that references the toll-free number for a Business Customer will be made available.

6. Straight Line Under Directory Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

7. Caption and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the Customer or of any of the parties which the Customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading that serves to identify tow or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

SECTION 5 - NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.1 DIRECTORY LISTING SERVICE (cont.)

5.1.3 Rates and Charges

Service	Charge per month		
	<u>Minimum</u>	<u>Maximum</u>	
Primary Listing	\$0.95	\$3.00	
Additional Listings			
Standard, each	\$0.95	\$5.00	(I)
Indented, each	\$0.95	\$5.00	(I)
Cross-referenced, each	\$0.95	\$5.00	(I)
Non-published Service	\$1.00	\$3.00	
Toil-Free Directory Listings	\$0.95	\$30.00	
Straight Line Under Listings			
Residential, each	N/A	N/A	
Business, each	\$0.50	\$10.00	
Captions and Subcaptions			
Listings			
Residential, each	N/A	N/A	
Business, each	\$0.050	\$10.00	
Non-Listed Number	\$1.00	\$5.00	(N)

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (continued)

(N)

6.2. NETWORK EXCHANGE SERVICE PACKAGE (continued)

6.2.4. Local Bundles,

Local Bundle Option A

A. Description

Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA.

B. Rates	<u>Minimum</u>	<u>Maximum</u>
PerLine, Per Month	\$25.00	\$40.00

Local Bundle Option B

A. Description

Provides customer with unlimited local calls as well as unlimited long distance calls¹. Customer must choose PNG as IntraLATA and InterLATA carrier.

B. Rates	<u>Minimum</u>	<u>Maximum</u>
PerLine, Per Month	\$35.00	\$50.00

Local Bundle Option C

A. Description

Provides customer with unlimited local calls, unlimited long distance calls¹, as well as High Speed Dialup Internet Services. Customer must choose PNG as IntraLATA and InterLATA carrier.

B. Rates	<u>Minimum</u>	<u>Maximum</u>
PerLine, Per Month	\$40.00	\$60.00

¹If usage under this plan is not consistent with typical residential usage, as determined at PNG's sole discretion, the company may offer the customer an alternative plan or suspend, restrict, or cancel the customer's service for each month in which excessive usage occurred. Calls that are not consistent with typical residential use include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

(N)

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.2 CARRIER PRESUBSCRIPTION

Carrier Presubscription is a procedure whereby a Customer designates to PNG the carrier that the Customer wishes to be the carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance on a per call basis.

5.2.1 Presubscription Options

Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance presubscription are available.

<u>Option</u>	<u>Description</u>
A	Customer selects PNG as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
B	Customer may select PNG as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription
C	Customer may select PNG as the presubscribed carrier for interLATA toll calls subject to presubscription and some other carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription
D	Customer may select a carrier other than PNG for both IntraLATA and InterLATA toll calls subject to presubscription.
E	Customer may select two different carriers, neither being PNG for IntraLATA and InterLATA toll calls. One carrier to be the Customer's primary IntraLATA interexchange carrier and the other carrier to be the Customer's primary InterLATA interexchange carrier.
F	Customer may select no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.2 CARRIER PRESUBSCRIPTION (cont.)

5.2.2 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select any of Options A through F for IntraLATA presubscription. Customers may change their selected option and/or presubscribed toll carrier at any time subject to charges specified below.

5.2.3. Presubscription Procedures

1. A new Customer will be asked to select IntraLATA and InterLATA toll carriers at the time the Customer places an order to establish local exchange service with PNG. PNG will process the Customer's order for service.
2. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service with, PNG will read a random listing of all available IntraLATA and InterLATA carriers to aid the Customer in selection. If selection is still not possible, PNG will inform the Customer that he/she will be given 90 calendar days in which to inform PNG of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs PNG of his/her choice of primary toll carrier(s), the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier of choice for each call. Customers who inform PNG of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.
3. Customers of record may initiate an IntraLATA or InterLATA presubscription change at any time, subject to the charges specified below. If a Customer of record inquires of PNG of carriers available for toll presubscription, PNG will read a random listing of all available intraLATA carriers to aid the Customer in selection.

5.2.4 Presubscription Charges

1. Application of Charges – After a Customer's initial selection for a presubscribed toll carrier and as detailed above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply.
2. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.50

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.3 SERVICE AND PROMOTIONAL TRIALS

5.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

5.3.2 Regulations

1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
2. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
5. The Company retains the right to limit the size and scope of a Promotional Trial.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.4 BUSY VERIFICATION AND INTERRUPT SERVICE

5.4.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.4.2 Rate Application

- a. A Verification Charge will apply when:
 1. The operator verifies that the line is busy with a call in progress, or
 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.4.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Verification Charge, each request	\$ 0.50	\$5.00
Interrupt Charge, each request	\$ 0.50	\$10.00

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.5 DIRECTORY ASSISTANCE SERVICE

5.5.1 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.

5.5.2 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.

5.5.3 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local calls completed automatically when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. The DACC portion of the call may either be billed in the same manner as the DA portion or alternatively billed by using a calling card, billing to a third party number, or collect. All operator-handled charges, as specified in Section 5.6 apply. There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 5.5.2. For local calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual or physical handicaps.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.5 DIRECTORY ASSISTANCE SERVICE (cont'd)

5.5.4 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Directory Assistance	Minimum	Maximum
Residential		
Local, per call	\$0.20	\$1.50
Toll, per call	\$0.45	\$1.50
Business		
Local, per call	\$0.20	\$1.50
Toll, per call	\$0.45	\$1.50
Directory Assistance Call Completion		
Residential		
per completed call	\$0.15	\$0.55
Business		
per completed call	\$0.15	\$0.95

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.6 OPERATOR SERVICE

5.6.1 Descriptions

1. Customer Dialed Calling/Credit Card Call – The Company will charge the Customer, in addition to long distance usage charges for station to station calls billed to an authorized Calling Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
2. Operator Dialed Calling/Credit Card Call – The Company will charge the Customer, in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card, if the operator dials the destination telephone number at the request of the Customer.
3. Operator Assisted Station-to-Station – The Company will charge the Customer, in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed collect, to a Third Party, by deposit of coins in pay telephones, or via some method other than a Calling Card.
4. Operator Assisted Person-to-Person – The Company will charge the Customer, in addition to long distance usage charges for calls placed with the assistance of a PNG operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, collect, by deposit of coins in a pay telephone, or to a Third Party destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, collect, by deposit of coins in a pay telephone, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.6 OPERATOR SERVICE (cont.)

5.6.2 Rates and Charges

1. Local, InterLATA and IntraLATA per Call Charges

<u>Service</u>	<u>Rate per call</u>	
	<u>Minimum</u>	<u>Maximum</u>
Calling Card	\$0.20	\$0.60
Operator Collect, Calling Card	\$0.75	\$2.40
Operator Third Party Billed	\$0.65	\$2.00
Operator Assisted Person-to-Person	\$1.70	\$5.25

2. Usage Charges

Usage charges for Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by the Customer.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.7 BLOCKING SERVICE

5.7.1 General

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

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

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 5.7.1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

5.7.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.7 BLOCKING SERVICE, (cont'd)

5.7.3 Rates and Charges

1. Recurring and Nonrecurring Charges

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

	<u>Nonrecurring Charge</u>	
	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$15.00
900, 971, 974, and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$15.00

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

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.7 BLOCKING SERVICE, (cont'd)

5.7.3 Rates and Charges (cont'd)

1. Recurring and Nonrecurring Charges (cont'd)

Third Number Billed and Collect Call Restriction	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$15.00
Toll Restriction		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$15.00
Toll Restriction Plus		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$15.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
- Initial Activation	\$0.01	\$50.00
- Subsequent Activation (per line)	\$0.01	\$10.00

2. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
3. Connection charges apply as specified in Section 3 of this tariff.

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.8 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- 5.8.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- 5.8.2 The company will assess a lower monthly rate for 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.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

SECTION 5 – NETWORK SWITCHED SUPPLEMENTAL SERVICES, Continued

5.9. CALL TRACE

Allows a customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the company. The customer using call trace is required to contact the company for further action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted authorities upon proper request by them.

	<u>Minimum</u>	<u>Maximum</u>
Per use	\$1.00	20.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES

6.1 NETWORK EXCHANGE SERVICE

6.1.1. General

Network Exchange Service provides the Customer with an access line to the local exchange network and includes usage and features as described in Section 6.2.

6.1.2 Timing of Calls

1. All calls are billed in one (1) minute increments.
2. For station to station calls, call timing begins when a 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.

6.1.3 Time Periods – Rates for intraLATA and interLATA toll are independent of the time of the call.

6.1.4 Regulations and Computation of Mileage – Rates and charges for calls made using Network Exchange Service are independent of mileage.

6.1.5 Call Charges

Rates are based on the duration of the call as measured according to Section 6.1.2 above. Rates do not vary between time periods or with mileage. Where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2. NETWORK EXCHANGE SERVICE PACKAGES

Network Exchange Service Packages may include basic local service, IntraLATA toll service, InterLATA toll service and certain Custom Calling Features. Wireless service, voice mail and/or Internet access may be available with some packages at an additional charge.*

6.2.1 PowerNet Global Call to Connect Plus

A. Description

PowerNet Global Call to Connect Plus provides the Customer with an access line to the local exchange network and includes the following usage and features:

1. Unlimited calling within the Customer's Local Calling Area.
2. 120 minutes IntraLATA and InterLATA long distance calling within the United States only as part of the monthly rate.
3. Additional minutes of IntraLATA and InterLATA long distance calling at a per minute rate.
4. The following Custom Calling Features:

Caller ID
Call Waiting
Caller ID Waiting

B. Rates	<u>Minimum</u>	<u>Maximum</u>
Per Line, Per Month	\$30.00	\$100.00
IntraLATA and InterLATA toll usage over 120 minutes	\$0.062	\$0.358

* These services are not regulated by the Commission presently.

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2. NETWORK EXCHANGE SERVICE PACKAGE (cont'd)

6.2.2. PowerNet Global Call to Connect

A. Description

PowerNet Global Call to Connect provides the Customer with an access line to the local exchange network and includes the following usage and features:

1. Unlimited calling within the Customer's Local Calling Area.
2. 120 minutes IntraLATA and InterLATA long distance calling within the United States only as part of the monthly rate.
3. Additional minutes of IntraLATA and InterLATA long distance calling at a per minute rate.

B. Rates

	<u>Minimum</u>	<u>Maximum</u>
Per Line, Per Month	\$20.00	\$60.00
IntraLATA and InterLATA toll usage over 120 minutes	\$0.062	\$0.358

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2. NETWORK EXCHANGE SERVICE PACKAGE (cont'd)

6.2.3. PowerNet Global Call to Connect Simple

A. Description

PowerNet Global Call to Connect Simple provides the Customer with an access line to the local exchange network and includes the following usage and features

1. Unlimited calling within the Customer's Local Calling Area.
2. 30 minutes IntraLATA and InterLATA long distance calling within the United States only as part of the monthly rate.
3. Additional minutes of IntraLATA and InterLATA long distance calling at a per minute rate.

B. Rates	<u>Minimum</u>	<u>Maximum</u>
Per Line, Per Month	\$10.00	\$50.00
IntraLATA and InterLATA toll usage over 30 minutes	\$0.062	\$0.358

6.3 Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

PER USE CUSTOM CALLING FEATURES

Service	Minimum	Maximum
Repeat Dial (Busy Redial)(*66)	\$0.75	\$1.50
Per Call Blocking (*67)	Free	
Call Return (Automatic Call Back)(*69)	\$0.75	\$1.50
3-Way Calling	\$0.75	\$1.50
Call Trace	\$7.00	\$10.00

6.4 MISCELLANEOUS CHARGES

Subscriber Line Charge (SLC), per line, per month	\$2.00	\$12.00
Local Number Portability (LNP), per month	\$0.10	\$0.50

6.5 MONTHLY CUSTOM CALLING FEATURES

The following Custom Calling Features are available on a monthly basis at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill each time the Customer adds a feature to their account.

	Non-Recurring		
	Minimum	Maximum	Charge
Repeat Dial (Busy Redial)(*66)	\$3.00	\$5.00	\$6.00
Call Waiting	\$3.00	\$5.00	\$6.00
Caller ID	\$7.00	\$9.00	\$6.00
Caller ID Waiting	\$7.00	\$9.00	\$6.00
Call Return (Automatic Call Back)(*69)	\$3.00	\$5.00	\$6.00
Anonymous Call Rejection (Privacy Manager)	\$2.00	\$4.00	\$6.00
Speed Calling 8	\$4.00	\$6.00	\$6.00
3-Way Calling	\$4.00	\$6.00	\$6.00
Call Forwarding	\$4.00	\$6.00	\$6.00
Remote Call Forwarding	\$10.00	\$15.00	N/A
Voicemail	\$2.00	\$5.00	N/A
Distinctive Ring	\$5.00	\$8.00	N/A

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.6 FEATURE DESCRIPTIONS

Generally

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

Feature Descriptions

- A. Call Forwarding -Variable – a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- B. Call Waiting—provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- C. Caller ID with Name – allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- D. Speed Calling 8 – allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in with an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.6 FEATURE DESCRIPTIONS (cont'd)

- E. Anonymous Call Rejection (Privacy Manager) - allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID – Number Only and Caller ID features and is available to non-Caller ID –Number Only/Caller ID customers.
- F. Call Return (Automatic Call Back)(*69) – This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. Call return is available on a per-use basis or on a monthly basis.
- G. Per Call Blocking (*67) – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing *67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Per Call Blocking is provided at no charge.
- H. Repeat Dial (Busy Redial) (*66) – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background. Repeat Dial is available on a per-use basis or on a monthly basis.

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (continued)

6.6 FEATURE DESCRIPTIONS (continued)

- I. 3-Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls. Three-Way Calling is available on a per-use basis or on a monthly basis.
- J. Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them
- K. Remote Call Forwarding - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. This feature can be activated from any location.
- L. Distinctive Ring – allows customers who have two telephone numbers on a single line distinguish which line is being called through a distinctive ringing pattern. The ring of the incoming call is determined by which telephone number has been dialed.
- M. Voicemail – an answering system that allows callers to leave messages on a computerized system instead of an answering machine. Customers can access, save, and forward messages at their convenience.

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Section 7- BUSINESS DEDICATED LOCAL SERVICES

7.1 INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1

7.1.1. General

Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI)/T-1 is a central office based service arrangement that is an alternative for exchange access services. ISDN-PRI/T-1 is a service for high-speed dedicated digital voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling.

7.1.2. Regulations

ISDN PRI/T-1 service provides the Customer with a single, voice-grade, DTMF communications Channel.

ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.1 INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE
SERVICE/T-1, Continued

7.1.3. Application of Rates and Charges

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select either a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
 - 1. Renew the Service for an additional term at the TPPs available; or
 - 2. Disconnect Service at the end of the billing period.

- D. Waiving of Nonrecurring Charges per circuit:

Business Plans 1 and 2: For 12 month terms, a \$198 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

Business Plans 3, 4, and 5: For 12 month terms, a \$200 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

- E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:
 - 1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
 - 2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.1.3. Application of Rates and Charges, Continued

- F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
 - 1. all billed and unbilled charges which the Customer has not paid at the time of termination;
 - 2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
 - 3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.
- G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.
- H. Local Usage: Company offers various amounts of included local minutes of usage depending on the Business Plan selected. In the event Customer exceeds its monthly planned local usage per circuit for three (3) consecutive months, the Company may convert Customer's local usage to a measured rate call plan upon thirty (30) days notice.
- I. Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.
- J. Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.
- K. Stated pricing requires business customer to subscribe long distance service from Company.
- L. Within Business Plans 1 and 2, Company offers Pricing Plan A and Pricing Plan L to satisfy regional consumer demand for lower end user common line ("EUCL") charges or lower monthly recurring charges ("MRC").

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2. ISDN-PRI/T-1 Term and Volume Plans

- A. **Business Plan 1 - Dedicated Local Voice T-1/PRI (digital only):** This T-1 service employs a variety of added features and offers unlimited local minutes with 24 and 36 month terms.
- B. **Business Plan 2 - Integrated Voice and Data (digital only):** This service combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. This business service offers unlimited local minutes with 24 and 36 terms.
- C. **Business Plan 3 – Dedicated Local PRI (digital or analog):** This business service provides local service utilizing Primary Rate Interface (PRI). PRI is a Digital System 1 (DS1) comprised of 23 B channels and 1 D channel. Each B channel uses the full 64k for the voice traffic. The single D channel is used for call setup, tear down and other signaling. All channels work at 64 kbps. PRI uses the signaling standard Common Channel Signaling No. 7 (SS7). PRI is used when the customer has a digital PBX and PRI interface card. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.
- D. **Business Plan 4 – Dedicated Local Digital T1 (digital or analog):** Digital T1 uses in band signaling to support 24 simultaneous calls. Each 64k voice channel uses ~8k for signaling. This leaves 56k for voice traffic. A Digital T1 Trunk is used when a digital PBX and digital T1 interface card are available. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.
- E. **Business Plan 5 – Integrated Voice and Data (digital or analog):** Combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. All options are scalable. This business service is available with 100,000 local minutes and in 12, 24, or 36 month terms.

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.3. Business Plans Service Features

A. Business Plan 1 and 2: Each local exchange Channel may include a telephone number assignment and the following features:

- Caller ID Name and Number
- Local Usage (Unlimited Business minutes)
- Local Directory Assistance (411)
- Local T-1/PRI
- Switched Long Distance
- Dedicated Long Distance
- Toll-free
- Directory Services
- Operator Services
- 900/976 Blocking
- Integrated Access
- Dedicated Internet Access (DIA)

B. Business Plan 3 and 4:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)

C. Business Plan 5:

- 100,000 minutes of Local Usage included
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)
- Internet Access
- Static Public IP Address

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.4. Business Plans Optional Features

A. Business Plans 1 and 2:

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

Calling Number and Name Delivery – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Serial Hunt – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

DLH (Distributed Line Hunting) – Calls are distributed evenly among a trunk group or hunt group by number of calls.

MIDL/LIDL (Most Idle/Least Idle) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

Direct Inward Dialing (DID) Numbers – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

Dynamic Channel Allocation – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for DID.

Enhanced Alternate Route – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

Enhanced 911 – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.4. Business Plans Optional Features, Continued

A. Business Plans 1 and 2, Continued:

Inform 911 – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

Local Number Portability – Allows businesses to switch local service providers and retain their local telephone numbers.

Inbound Only – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

Inbound Interface – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels

Universal Calling – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a pre-defined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

Service Access Codes (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX

B. Business Plan 3:

Calling Name Delivery - Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

D-Channel Sharing - PRIs can be aggregated with one D-channel controlling multiple PRIs.

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.4. Business Plans Optional Features, Continued

B. Business Plan 3, Continued:

D-Channel Backup - Allows a predetermined D-Channel to automatically take over if the primary D-Channel fails.

Two B Channel Transfer (TBCT) - Prevents 2 B channels from being tied up when transferring calls.

C. Business Plan 4:

Channelized T1– Configuration that allows certain channels to operate in one trunk group and other channels in a separate trunk group.

Inbound ANI (Automatic Number Identification) over T1 – Delivers the calling number on a digital T1 circuit

Outbound ANI over T1 – Will outpulse a telephone number of the customer's choice for each trunk group. No number will be outpulsed to the PSTN.

D. Business Plan 5:

Calling Number Delivery (PRI Only)

Private Networking – Provides the ability to combine multiple locations into one secure network for the exchange of data traffic.

DNS Hosting – Company will store customer's DNS information and perform DNS resolution

DNS Resolution – Process of translating domain names to IP addresses

Multiple Public IP Addresses – Option to obtain more IP addresses

Battery Backup – Backup available for the integrated access device (IAD)

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.4. Business Plans Optional Features, Continued

B. Business Plan 5, Continued:

Caller ID, Name and Number (Analog line only) – Allows customer to receive the calling name and/or number on inbound calls.

Inbound ANI (Automatic Number Identification) over T1 – Delivers the calling number on a digital T1 circuit

Outbound ANI over T1 – Will output a telephone number of the customer's choice for each trunk group. No number will be output to the PSTN.

Calling Name Delivery (PRI Only) – Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

Two B Channel Transfer (TBCT) (PRI Only)– Prevents 2 B channels from being tied up when transferring calls.

DID Billing option (PRI Trunk only) – Allows customers to receive a summary of outbound calls by DID number.

Voicemail (Analog Lines Only) – Available in Chicago, Atlanta, New York, New Jersey, Los Angeles and San Francisco

Enhanced Call Features (Analog Line only)

- Call Forward Universal
- Call Forward Busy
- Call Forward No Answer
- Call Waiting
- Cancel Call Waiting
- Three Way Calling
- Hunting – Directory # Hunt
- Hunting – Multi-Line Hunting

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.5. Directory Listings

Company provides one free primary listing per trunk group in the Incumbent Local Exchange Carrier's (ILEC's) directories. This includes a one-line listing in the white pages and a one-line heading in the yellow pages. All Directory Listings must have the same address. The address must be the same as the local voice service address. Customers may not submit additional listings using invalid company names such as "A-Cleaning Service", "AAA Cleaning Service", "A+ Cleaning Service", etc. Invalid names are anything other than the company's registered DBA. A "DBA" ("Doing Business As") is an official and public registration of a business name. In the event that any Directory Listing request is determined to be suspicious; in that it does not represent bona fide names, or locations, by/at which businesses are known to the public, Company may request additional validating information. Such information may consist of a copy of the most recent annual state and federal tax returns, a copy of a state or municipal license, copies of leases, etc.

Primary listing - main listed number on the account; consists of a name and may include a nickname, title, designation, an address and a telephone number.

Additional listing - additional numbers or names that the customer uses to identify his business.

Caption - consists of a caption header that does not contain a telephone number and under which subheading listings of branches, departments, etc.

Foreign listing - listing in a book other than the book local to a customer's community, driven by the NPA/NXX or service address (depending on ILEC).

Line of information - additional text under the primary listing.

There is an initial NRC that applies when the first non-primary listing is established or when the first non-primary listing is added, deleted or changed.

An additional NRC applies when subsequent non-primary listings are established or when subsequent non-primary listings are added, deleted or changed.

7.6. Local Operator Assistance Services

These services include Local Directory Assistance, Payphone, Person to Person, Station to Station, Busy Line Verification, Busy Line Interrupt and Operator Assisted Call services.

Section 7- BUSINESS DEDICATED LOCAL SERVICES. Continued

7.7. **BUSINESS SERVICES**

A. Business Services

1. Local Stand Alone

a. Description

Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services.

b. Rates	<u>Minimum</u>	<u>Maximum</u>	<u>Term</u>
PerLine, Per Month	\$35.00	\$50.00	None

B. Business Bundled Services

1. Local/Unlimited Long Distance

a. Description

Provides customer with unlimited local calls as well as unlimited long distance calls. Customer must choose PNG as IntraLATA and InterLATA carrier.

b. Rates	<u>Minimum</u>	<u>Maximum</u>	<u>Term</u>
PerLine, Per Month	\$55.00	\$70.00	None
PerLine, Per Month	\$50.00	\$65.00	1 Year
PerLine, Per Month	\$35.00	\$55.00	2 Years

2. Local/Unlimited Long Distance/High Speed Dialup

a. Description

Provides customer with unlimited local calls, unlimited long distance calls, as well as High Speed Dialup Internet. Customer must choose PNG as IntraLATA and InterLATA carrier.

b. Rates	<u>Minimum</u>	<u>Maximum</u>	<u>Term</u>
PerLine, Per Month	\$60.00	\$75.00	None
PerLine, Per Month	\$50.00	\$65.00	1 Year
PerLine, Per Month	\$45.00	\$60.00	2 Years

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Section 8 - SPECIAL SERVICES AND PROGRAMS

8.1 LIFELINE TELEPHONE SERVICE

8.1.1 Lifeline Telephone Service Options

1. Flat Rate Lifeline Service

This service provides a full waiver of the \$3.50 monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for flat rate Lifeline customers .

2. Basic Lifeline Service

This service provides a full waiver of the \$3.50 monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for message rate Lifeline customers. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

8.1.2 Eligibility

This service is restricted to low income residential customers. To qualify for Lifeline service a customer must be income eligible for benefits from any one of the following Entitlement Programs administered by the New York State Department of Social Services:

Aid to Families with Dependent Children (AFDC)
Food Stamps
Home Energy Assistance Program (HEAP)
Home Relief
Medicaid
Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the New York State Department of Social Services and identified as so authorized on the customer's card for any of the above benefits.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.1 LIFELINE TELEPHONE SERVICE (cont'd)

8.1.2 Eligibility (cont'd)

In addition, applicants are eligible for discounted Life Line rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Department of Social Services (DSS) and/or the New York City Community Development Agency (CDA).

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.1 LIFELINE TELEPHONE SERVICE (cont'd)

8.1.3 Charges

A qualified customer may choose one of the Lifeline services as described above. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 8.2, following.

Service connection charges do not apply to change existing service from:

- a. Message Rate Service to Basic Lifeline Service;
- b. Basic Lifeline Service to Message Rate Service.
- a. Flat Rate Service to Flat Rate Lifeline service;
- b. Flat Rate Lifeline Service to Flat Rate Service.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in 8.1.2, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

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

8.4.2 Certification

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 impairment in cooperation with an official agency of the State of New York, or
2. 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.

8.4.3 Qualification

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

8.4.4 Billing

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 NEW YORK RELAY SERVICE

8.6.1 General

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

8.6.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 NEW YORK RELAY SERVICE (cont'd)

8.6.2 Regulations (cont'd)

- d. The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

8.6.3 Liability

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.7.1 General

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

8.7.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card with be billed at the higher operator handled rate.

Outside the Company's Territory, but within New York State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.7.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
2. ."Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (cont'd)

8.7.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

8.8.1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A 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 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

8.8.2. Regulations

1. Obligation of eligible schools and libraries

a. Requests for service

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

2. Obligations of the Company

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff on Page 21 of this Section 8.
- b. 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).

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (cont'd)

8.8.2. Obligations of the Company (cont'd)

2. Obligations of the Company (cont'd)

- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

8.8.3. Discounted Rates for Schools and Libraries

1. 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.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. 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. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff Page 21 of this Section 8.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

8.9.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

8.9.2. 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 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

8.9.2. Regulations (Cont'd)

d. Responsibility of eligible health care providers (Cont'd)

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.

3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (cont'd)

8.9.2. Regulations (cont'd)

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 8.9.3 below, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in Section 8.9.1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (cont'd)

8.9.3. Rates and Charges

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

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

ATTACHMENT

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

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

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- I. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements.
- II. Cost of maintenance.
- III. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

9.1.2 Basis for Cost Computation (cont'd)

- IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Tariff preparation, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; or
- VIII. An amount for return and contingencies.

9.1.3 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.

- 9.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 9.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

9.1.3 Termination Liability (cont'd)

9.1.3.2 (cont'd)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) 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.

9.1.3.3 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 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 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.

SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

9.3 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 vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits

SECTION 10 -LOCAL CALLING AREAS

Local Calling Areas mirror those defined in the tariffs of New York Telephone Company d/b/a Bell Atlantic with the exception of LATA 132.

The Local Calling Areas for LATA 132 are the Home Region areas for LATA 132 as defined by New York Telephone d/b/a Bell Atlantic. Calls terminating outside the Home Region are rated as long distance calls.

SECTION 11 - EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User

SECTION 11 - EXPLANATION OF TERMS (cont'd)

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

The smallest unit of information in the binary system of notation.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544. Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber - provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

COMPANY

PNG Telecommunications, Inc. , unless otherwise clearly indicated from the context.

COMMISSION

The New York State Public Service Commission.

CUSTOMER

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

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 2 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

PRIMARY RATE INTERFACE (“PRI”)

Provides a Digital multichannel transmission path between the Customer’s PRI serving Central Office and the Customer’s demarcation point. The Interface includes the PRI Port and the facility between the Customer’s Premises and the PRI serving office.

PRIMARY RATE PORT

A PRI connection that does not include the facility between the Customer’s premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

SECTION 11 - EXPLANATION OF TERMS (cont'd)

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff

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SECTION 12 - CURRENT RATES

SECTION 2 – TELEPHONE SURCHARGES

Local Service Gross Revenue Tax Surcharges

<u>Period</u>	<u>Services Provided for Resale*</u>	<u>IntraLATA Toll Services</u>	<u>All Other Services</u>
7/1/2000+	.3764%	2.8273%	2.9405%

Local Service MTA Tax Surcharges

<u>Period</u>	<u>Services Provided for Resale*</u>	<u>IntraLATA Toll Services</u>	<u>All Other Services</u>
10/1/98+	.1277%	.6890%	.73%

Toll Service Gross Revenue Tax Surcharge*

<u>Period</u>	<u>Surcharge</u>
1/1/2000+	2.5641%

Toll Service MTA Tax Surcharge*

<u>Period</u>	<u>Surcharge</u>
10/1/1998+	.5986%

* These surcharges are not applicable to services provided for resale to telecommunications companies possessing a Certificate of Public Convenience and Necessity issued by the Public Service Commission

Section 12 - CURRENT RATES (Cont'd)

Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

Residence	\$150.00
Business	\$150.00

3.2 RESTORAL CHARGE

Residence	\$25.00
Business	\$49.99

3.3 MOVES, ADDS AND CHANGES

Move - Residence and Business - Per Order	\$75.00
Add - Residence and Business - Per Order	\$75.00
Change - Residence and Business	\$9.99

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

3.4.1. Missed Appointment, Business & Residence	\$75.00
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3.4.2 Trouble Isolation Charge

Trouble isolation and other repair services are provided to Customers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying carrier's tariffed rates.

SECTION 12 - CURRENT RATES (cont'd)

Section 3 - CONNECTION CHARGES (cont'd)

3.5	PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE	\$5.50
3.6	PUBLIC TELEPHONE SURCHARGE	\$0.65
3.7	CONVERSION CHARGE	\$20.00

Section 4 - INTERLATA AND INTRALATA TOLL USAGE

4.5 CALL CHARGES

<u>Service</u>	<u>Per minute</u>
Direct Dialed InterLATA Toll	\$0.089
Direct Dialed IntraLATA Toll	\$0.089
Toll-Free Service, with optional PIN	\$0.089
Travel Card Service	\$0.129
PowerDial Service	\$0.079

SECTION 12- CURRENT RATES (continued)

Section 5 - NETWORK SWITCHED SUPPLEMENTAL SERVICES

5.1	DIRECTORY LISTING SERVICE	<u>Per Month</u>	
	Primary Listing	\$2.00	
	Additional Listings		
	Standard, each	\$3.00	(I)
	Indented, each	\$2.50	
	Cross-referenced, each	\$2.50	
	Non-published Service	\$3.00	(I)
	Toll-Free Directory Listings	\$15.00	
	Non-Listed Number	\$3.00	(N)

*** Rates that were previously on this page has been grandfathered and moved to section 13.1 ***

SECTION 12 - CURRENT RATES (continued)

5.2 CARRIER PRESUBSCRIPTION SERVICE

Presubscription Charge (after initial free selection)	\$5.00
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5.3 BUSY VERIFICATION AND INTERRUPT SERVICE

Verification Charge, each request	\$2.25
-----------------------------------	--------

Interrupt Charge, each request	\$5.00
--------------------------------	--------

5.4 DIRECTORY ASSISTANCE SERVICE

Directory Assistance

Residential

Local, per call	\$1.05	(I)
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Toll, per call	\$1.10
----------------	--------

Business

Local, per call	\$1.05	(I)
-----------------	--------	-----

Toll, per call	\$0.95
----------------	--------

Directory Assistance Call Completion

Residential, per completed call	\$0.35
---------------------------------	--------

Business, per completed call	\$0.35
------------------------------	--------

*** Rates that were previously on this page has been grandfathered and moved to section 13.1 ***

SECTION 12- CURRENT RATES (cont.)

5.5 OPERATOR SERVICE

1. Local, InterLATA and IntraLATA per Call Charges

Service

Calling Card	\$0.40
Operator Collect, Calling Card	\$1.58
Operator Third Party Billed	\$1.33
Operator Assisted Person-to-Person	\$3.49

2. Usage Charges

Usage charges for Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by the Customer.

SECTION 12 - CURRENT RATES (cont.)

5.6 BLOCKING SERVICE

- | 1. Service | Nonrecurring Charge |
|---|---------------------|
| 900 and 700 Blocking | |
| - Residential | \$0.00 |
| - Business (up to 200 lines – each) | \$5.00 |
| 900, 971, 974, and 700 Blocking | |
| - Residential | \$0.00 |
| - Business (up to 200 lines – each) | \$5.00 |
| Toll Restriction | |
| - Residential | \$5.00 |
| - Business (up to 200 lines – each) | \$5.00 |
| Toll Restriction Plus | |
| - Residential | \$5.00 |
| - Business (up to 200 lines – each) | \$5.00 |
| Direct Inward Dialing Blocking (Third Party and Collect Call) | |
| - Initial Activation | \$50.00 |
| - Subsequent Activation (per line) | \$10.00 |
| 2. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service. | |
| 3. Connection charges apply as specified in Section 3 of this tariff. | |

5.9. CALL TRACE

Per use	\$8.00
---------	--------

SECTION 13 - CURRENT RATES (cont.)

6.2. NETWORK EXCHANGE SERVICE PACKAGES

	<u>Rate</u>	
6.2.1	PowerNet Global Call to Connect Plus	
	Per Line, Per Month	\$51.99
	Per minute InterLATA and IntraLATA toll usage over 120 minutes	\$0.099
6.2.2.	PowerNet Global Call to Connect	
	Per Line, Per Month	\$35.99
	Per minute InterLATA and IntraLATA toll usage over 120 minutes	\$0.099
6.2.3.	PowerNet Global Call to Connect Simple	
	Per Line, Per Month	\$29.99
	Per minute InterLATA and IntraLATA toll usage over 30 minutes	\$0.099
6.2.4. .	Local Bundles	
	Local Bundle Option A, Local Only Per Line, Per Month	\$29.99
	Local Bundle Option B, Local/ Unlimited Long Distance Per Line, Per Month	\$39.99
	Local Bundle Option C, Local/Unlimited Long Distance/ High Speed Dial Up Per Line, Per Month	\$45.99

SECTION 12 - CURRENT RATES (cont.)

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont.)

6.3. PER USE CUSTOM CALLING FEATURES

Feature	Charge Per Use
Repeat Dial (Busy Redial)(*66)	\$0.75
Per Call Blocking (*67)	Free
Call Return (Automatic Call Back)(*69)	\$0.75
3-Way Calling	\$0.75
Call Trace	\$8.00

6.4 ADDITIONAL/MISCELLANEOUS CHARGES

Feature	Charge Per Month
Service Line Charge (SLC), per line, per month	\$6.50
Local Number Portability (LNP), per month	\$0.23 . .

6.5 MONTHLY CUSTOM CALLING FEATURES

The following Custom Calling Features are available on a monthly basis at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill each time the Customer adds a feature to their account.

	Charge Per Month	Non-Recurring Charge	
Repeat Dial (Busy Redial)(*66)	\$3.50	\$6.00	
Call Waiting	\$3.50	\$6.00	
Caller ID	\$7.99	\$6.00	
Caller ID Waiting	\$7.99	\$6.00	
Call Return (Automatic Call Back)(*69)	\$3.50	\$6.00	
Anonymous Call Rejection (Privacy Manager)	\$3.00	\$6.00	
Speed Calling 8	\$4.25	\$6.00	
3-Way Calling	\$4.25	\$6.00	
Call Forwarding	\$4.25	\$6.00	
Remote Call Forwarding	\$11.50	N/A	(N)
Distinctive Ring	\$5.75	N/A	(N)
Voicemail	\$2.50	N/A	(N)

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS

A. Business Plan 1 (Dedicated Local Voice T-1/PRI) – A Pricing:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>24 Months:</u>	\$459.00	\$154.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>36 Months:</u>	\$450.00	\$154.00	\$6.00	\$6.00	\$25.00	\$30.00

* where available

B. Business Plan 1 (Dedicated Local Voice T-1/PRI) – L Pricing:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>24 Months:</u>	\$577.00	\$42.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>36 Months:</u>	\$568.00	\$42.00	\$6.00	\$6.00	\$25.00	\$30.00

* where available

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS, Continued

C. Business Plan 2 (Integrated Voice and Data) - A Pricing:

	<u># of Channels</u>	<u>MRC</u>	<u>Installation fee</u>
<u>12 Months</u>	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
<u>24 Months</u>	1 (64k)	\$100.00	waived
	2 (128k)	\$147.00	waived
	4 (256k)	\$208.00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
<u>36 Months</u>	1 (64k)	\$95.00	waived
	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS, Continued

D. Business Plan 2 (Integrated Voice and Data) – L Pricing:

	<u># of Channels</u>	<u>MRC</u>	<u>Installation fee</u>
<u>12 Months</u>	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
<u>24 Months</u>	1 (64k)	\$100.00	waived
	2 (128k)	\$147.00	waived
	4 (256k)	\$208.00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
<u>36 Months</u>	1 (64k)	\$95.00	waived
	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS, Continued

E. Business Plan 3 (Dedicated Local PRI) – 100,000 included local minutes:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$675.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>24 Months:</u>	\$500.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>36 Months:</u>	\$487.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

* where available

F. Business Plan 3 (Dedicated Local PRI) – 300,000 included local minutes:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$1440.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>24 Months:</u>	\$1095.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>36 Months:</u>	\$1082.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

* where available

G. Business Plan 4 (Dedicated Local Digital T1) – 100,000 included local minutes:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$550.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>24 Months:</u>	\$340.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>36 Months:</u>	\$327.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

* where available

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS, Continued

H. Business Plan 4 (Dedicated Local Digital T1) – 300,000 included local minutes:

	<u>MRC</u>	<u>EUCL</u>	<u>Block of 20* DIDs</u>		<u>Block of 100 * DIDs</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$1440.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>24 Months:</u>	\$1095.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
<u>36 Months:</u>	\$1082.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

* where available

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.2 ISDN-PRI/T-1 TERM AND VOLUME PLANS, Continued

I. Business Plan 5 (Integrated Voice and Data):

	<u># of Channels</u>	<u>Bandwidth</u>	<u>MRC</u>
<u>12 Months</u>	12-19	256	\$311.00
	12-19	512	\$411.00
	12-19	1536	\$511.00
	20-26	256	\$312.00
	20-26	512	\$412.00
	20-26	1536	\$512.00
	27-32	256	\$313.00
	27-32	512	\$413.00
	27-32	1536	\$513.00
<u>24 Months</u>	12-19	256	\$272.00
	12-19	512	\$352.00
	12-19	1536	\$472.00
	20-26	256	\$271.00
	20-26	512	\$351.00
	20-26	1536	\$471.00
	27-32	256	\$270.00
	27-32	512	\$350.00
	27-32	1536	\$470.00
<u>36 Months</u>	12-19	256	\$250.00
	12-19	512	\$329.00
	12-19	1536	\$450.00
	20-26	256	\$249.00
	20-26	512	\$329.00
	20-26	1536	\$449.00
	27-32	256	\$248.00
	27-32	512	\$328.00
	27-32	1536	\$448.00

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.4 BUSINESS PLANS OPTIONAL FEATURES (Features not available in all plans)

	<u>MRC</u>	<u>NRC</u>
Local Number Portability (LNP)/Channel	\$0.35	
PICC/Channel	\$1.19	
Port Charge	\$0.00	
Loop Fees	ICB	
Customer Dialed Directory Assistance	\$0.89	
Voicemail (analog lines) – Basic	\$0.00	
Voicemail (analog lines) – Basic Plus Paging	\$0.00	
Voicemail (analog lines) – Group	\$0.00	
Voicemail (analog lines) – Group Plus Paging	\$0.00	
Directory Listings – Primary	Free	
Caller ID Number (POTS)	\$5.80	
Caller ID Name & Number (POTS)	\$7.00	
Analog Trunk - Inbound ANI (FXO Lines)	\$75.00	
Analog Trunk - CID Number (FXS/POTS Line)	\$7.50	
Analog Trunk - CID Name & Number (FXS/POTS Line)	\$9.00	
T1 CAS – Inbound ANI over T1	\$37.50	
T1 CAS – Outbound ANI over T1	\$37.50	
PRI – CID Name & Number	\$300.00	
DNS Hosting MRC	\$15.00	\$25.00
Channelized T-1	\$0.00	\$750.00
D-channel sharing	\$75.00	\$75.00
D-channel back-up	\$75.00	\$75.00
Inbound Redirect	\$100.00	\$0.00
Remote Call Forwarding on demand	\$50.00	\$75.00
CNAM Delivery (PSTN Connect TDM & foreign exchg.)	\$250.00	\$50.00

Business Plan 5 only

Battery backup –

One year term	\$949
Two year term	\$475
Three year term	\$200

Without battery backup -

One year term	\$749
Two year term	\$375
Three year term	\$waived

SECTION 12 - CURRENT RATES

Section 7- BUSINESS DEDICATED LOCAL SERVICES, Continued

7.5 Directory Listings

	<u>MRC</u>	<u>NRC</u>
Primary Listing	Free	Free
Additional non-primary listing	\$6.00	\$35.00
Additional changes or deletions to		
First non-primary listing	\$0.00	\$35.00
2 nd and subsequent non-primary listings	\$6.00	\$9.00
Additional changes or deletions to		
2 nd and subsequent non-primary listing	\$0.00	\$9.00
Caption	\$6.00	\$0.00
Foreign	\$6.00	\$0.00
Line of information	\$6.00	\$0.00
Classified heading	Free	Free
Non-listed	\$3.50	\$34.71
Non-published	\$4.95	\$34.71

7.6 Local Operator Assistance Services

	<u>Per Use Fee</u>
Local Directory Assistance	\$0.89
Payphone	\$0.35
Person to Person	\$0.89
Station to Station	\$1.75
Busy Line Verification	\$1.35
Busy Line Interrupt	\$1.50
Operator Assisted Call	\$0.75

SECTION 12 – CURRENT RATES

Section 7 – BUSINESS DEDICATED LOCAL SERVICES, Continued

(N)

7.7 Business Services

A. Business Services		<u>Per Month</u>
1.	Local Stand Alone Term – None Per Line/Per Month	\$39.99
B. Business Bundled Services		
1.	Local/Unlimited Long Distance Term – None Per Line/Per Month	\$64.99
	Term – 1 Year Per Line/Per Month	\$54.99
	Term – 2 Years Per Line/Per Month	\$49.99
2.	Local/Unlimited Long Distance/High Speed Dialup Term – None Per Line/Per Month	\$69.99
	Term – 1 Year Per Line/Per Month	\$59.99
	Term – 2 Years Per Line/Per Month	\$54.99

(N)

CONTENTS

SECTION 13 – GRANDFATHERED RATES AND SERVICES

(T)

13.1 – Grandfathered Rates.....2

(T)

Grandfathered Rates, continued

Directory Listing Service	<u>Per Month</u>	
Additional Listing	\$2.50	
Non Published Service	\$2.50	
Directory Assistance	<u>Per Use</u>	
Residential Directory Assistance, Local	\$0.75	
Business Directory Assistance, Local	\$0.75	

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