

REGULATIONS APPLYING TO  
COMMUNICATIONS SERVICES WITHIN  
THE STATE of NEW YORK

Applicable in New York State

Valstar, Inc. is referred to as “Company” throughout this document

### **Contacting the Public Service Commission**

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

1. By Phone:

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

2. Online:

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

3. By Mail:

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

### **Contacting the Company**

If you need to contact the Company for any reason you may do so through any of the following:

By Mail:

Valstar, Inc.  
210 Main St. / PO Box 188  
Germantown, NY 12526

In person:

Customer Service Office:  
210 Main St. / PO Box 188  
Germantown, NY 12526

By phone:

Repair: 866-380-8324  
Customer Service: 866-380-8324

By email: [questions@gtel.net](mailto:questions@gtel.net)

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### **Section 1: Application of Guide**

This Retail Telecommunications Customer Service Guide (“Service Guide”) sets forth the rates, terms and conditions applicable to the furnishing of competitive, non-basic local exchange and interexchange Services to commercial customers in the State of New York in lieu of a tariff or Master Services Agreement.

The Company has been granted authority by the New York Public Service Commission (“Commission”) to provide the intrastate Services contained in this Service Guide. Company provides intrastate, interexchange services statewide. Company provides service in the exchanges where facilities are available.

The rates, terms, and conditions contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Service Guide does not cover any information service or other unregulated service offered by Company.

If any custom or practice of the Company varies from the terms and conditions of the Service Guide, the Company shall not be deemed to have waived or impaired any right, power, requirement, or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein).

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

Services are provided subject to the availability of facilities and subject to the terms and conditions of this Service Guide.

The Company’s Services may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

This Service Guide is governed and interpreted according to the Laws of New York.

## 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 Guide until the indebtedness is satisfied.

#### 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.

## **Section 2: General Rules and Regulations (cont'd)**

### 2.1 Use of Facilities and Service (cont'd)

#### 2.1.2 Limitations on Liability (cont'd)

##### 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.

#### 2.1.3 Use of Service

Any service provided under this Guide 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 Guide, 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.

## Section 2: General Rules and Regulations (cont'd)

### 2.1 Use of Facilities and Service (cont'd)

#### 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:

- a. Free Listings: for free or no-charge published directory listings, credit shall be given at the rate of two times the monthly guide rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- b. Charge Listings: for additional or charge published directory listings, credit shall be given at the monthly guide rate for each such listing 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 (cont'd)

- c. 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. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- d. Credit limitation: The total amount of the credit provided for the preceding paragraphs a., b., and c. 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 c., for the line or lines in question.
- e. Definitions: As used in Paragraphs a., b., c., and d. 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.
- f. Notice: Such allowances or credits as specified in Paragraphs a., b., and c. 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 unless otherwise provided in this Guide. The customer must pay the regular 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.

### **2.3 Payment for Service Rendered**

#### **2.3.1 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.

**Section 2: General Rules and Regulations (cont'd)**

2.3 Payment for Service Rendered (cont'd)

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Guide, 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 Guide, 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 Guide 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.

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)**

### 2.3 Payment for Service Rendered (cont'd)

#### 2.3.3 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.

#### 2.3.4 Returned 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 to pay a Returned Check Charge.

## **Section 2: General Rules and Regulations (cont'd)**

### 2.3 Payment for Service Rendered (cont'd)

#### 2.3.5 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 Guide, 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).

#### 2.3.6 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.

## **Section 2: General Rules and Regulations (cont'd)**

### 2.3 Payment for Service Rendered (cont'd)

#### 2.3.6 Customer Overpayments (cont'd)

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.

### 2.4 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.

### 2.5 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.

### 2.6 Telephone Surcharges

#### 2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Guide, various surcharges apply to the customer's monthly bill statement as outlined in 2.6.2 through 2.6.4 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 at the end of this Guide.

**Section 2: General Rules and Regulations (cont'd)**

2.6 Telephone Surcharges (cont'd)

2.6.2 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 at the end of this Guide. 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.

2.6.1 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 at the end of this Guide.

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.

## **Section 2: General Rules and Regulations (cont'd)**

### 2.6 Telephone Surcharges (cont'd)

#### 2.6.4 New York State Universal Service Fund Surcharge

On August 17, 2012, the New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is charged monthly on a per access line or per trunk basis to all residence and business customers, in addition to other monthly rates and charges set forth in applicable guides. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order.

The applicable New York Universal Service Fund Surcharge rate will be assessed by the company of the concurring company's guide, in monthly increments, using one of the following options:

- a. Bill amounts – the assessment will be based upon a percentage of the customer's bills for local services. The surcharge will not be applied to taxes or other surcharges.
- b. Per Access Line/customer – the assessment will be based on a per line or per customer basis.

### 2.7 Suspension or Termination of Service

#### 2.7.1 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 of \$50.00 as well as any payment due and any applicable deposits upon reconnection.

**Section 2: General Rules and Regulations (cont'd)**

2.7 Suspension or Termination of Service (cont'd)

2.7.1 Suspension or Termination for Nonpayment (cont'd)

- 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.

2.7.2 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.



**Section 2: General Rules and Regulations (cont'd)**

2.7 Suspension or Termination of Service (cont'd)

2.7.2 Exceptions to Suspension and Termination (cont'd)

- e. 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.
- f. Nonpayment of back billed amounts as outlined in 2.9.12.

2.7.3 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.

2.7.4 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

**Section 2: General Rules and Regulations (cont'd)**

2.7 Suspension or Termination of Service (cont'd)

2.7.4 Termination for Cause Other Than Nonpayment (cont'd)

a. General (cont'd)

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 2.9.7 regarding Deferred Payment Agreements.

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 guide charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

**Section 2: General Rules and Regulations (cont'd)**

2.7 Suspension or Termination of Service (cont'd)

2.7.4 Termination for Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service (cont'd)

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.

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.

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

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

**Section 2: General Rules and Regulations (cont'd)**

2.7 Suspension or Termination of Service (cont'd)

2.7.5 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.

2.8 Additional Provisions Applicable to Business Customers

2.8.1 Application of Rates

a. Business rates as described in Section 5 and shown in Addendum Price List 1 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;

**Section 2: General Rules and Regulations (cont'd)**

2.8 Additional Provisions Applicable to Business Customers (cont'd)

2.8.1 Application of Rates (cont'd)

- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.8.2 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.

2.8.3 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.

2.8.4 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)**

2.9 Additional Provisions Applicable to Residential Customers

2.9.1 Application of Rates

Residential rates as described in Section 4 of the Addendum 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.

2.9.2 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)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.3.2 of this Guide, 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)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.3 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.

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, Section 2.9.7, below.)

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



**Section 2: General Rules and Regulations (cont'd)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.4 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.

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)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.5 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.

2.9.6 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 2.9.2, 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)**

### 2.9 Additional Provisions Applicable to Residential Customers (cont'd)

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

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

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

#### 2.9.8 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.

#### 2.9.9 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.

**Section 2: General Rules and Regulations (cont'd)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.10 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.

2.9.11 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.

**Section 2: General Rules and Regulations (cont'd)**

2.9 Additional Provisions Applicable to Residential Customers (cont'd)

2.9.12 Back billing 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 24 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 back billing period.

2.10 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Guide by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth 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 Guide.

2.10.1 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.

**Section 2: General Rules and Regulations (cont'd)**

2.10 Allowances for Interruptions in Service (cont'd)

2.10.1 Credit for Interruptions (cont'd)

- 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:
1. 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.
  2. 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;
    - 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.
    - c) Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
    - d) 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.

**Section 2: General Rules and Regulations (cont'd)**

2.10 Allowances for Interruptions in Service (cont'd)

2.10.1 Credit for Interruptions (cont'd)

c (cont'd)

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e) 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 Guide, 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 Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Guide, 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.

2.10.2 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 Guide, 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;

**Section 2: General Rules and Regulations (cont'd)**

2.10 Allowances for Interruptions in Service (cont'd)

2.10.2 Limitations on Credit Allowances (cont'd)

- 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.

2.11 Automatic Number Identification

2.11.1 Regulations

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

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



**Section 2: General Rules and Regulations (cont'd)**

2.11 Automatic Number Identification (cont'd)

2.11.1 Regulations (cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- f. 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.

2.11.2 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)**

2.12 Emergency / Crisis / Disaster Restoration and Provisioning – Telecommunications Service Priority

2.12.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook for The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede guide language contained herein.
- b. The TSP program has two components, restoration and provisioning.
  1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

**Section 2: General Rules and Regulations (cont'd)**

2.12 Emergency / Crisis/ Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

2.12.2 TSP Request Process – Restoration

- a. To request a TSP restoration priority assignment, a prospective TSP user must:
  1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
    - a) National Security Leadership
    - b) National Security Posture and U.S. Population Attack Warning
    - c) Public Health, Safety, and Maintenance of Law and Order
    - d) Public Welfare and Maintenance of National Economic Posture
  2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
  3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://www.dhs.gov/telecommunications-service-priority-tsp>). 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.
  4. Submit the SF 315 to the OPT.
  5. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

**Section 2: General Rules and Regulations (cont'd)**

2.12 Emergency / Crisis / Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

2.12.2 TSP Request Process – Restoration (cont'd)

- b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.12.2.a. above for restoration priority assignment except for the following differences. The user should:
  1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.12.2.a.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
  2. Verify that the Company cannot meet the service due date without a TSP assignment.
  3. 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.

2.12.3 Responsibilities of the End-User

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

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

**Section 2: General Rules and Regulations (cont'd)**

2.12 Emergency / Crisis / Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

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

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

2.12.4 Responsibilities of the Company

The Company will perform the following:

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

## **Section 2: General Rules and Regulations (cont'd)**

### **2.12 Emergency / Crisis / Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)**

#### **2.12.4 Responsibilities of the Company (cont'd)**

- 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.

#### **2.12.5 Preemption**

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

### **2.13 Critical Facilities Administration**

#### **2.13.1 Program Overview**

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer’s qualifying circuits.

## **Section 2: General Rules and Regulations (cont'd)**

### 2.13 Critical Facilities Administration (cont'd)

#### 2.13.1 Program Overview (cont'd)

- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

#### 2.13.2 Customer Obligations

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

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

#### 2.13.3 Carrier Obligations

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

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit’s path (e.g., cable entrances to buildings, manholes, riser poles, cross-boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.

**Section 2: General Rules and Regulations (cont'd)**

2.13 Critical Facilities Administration (cont'd)

2.13.3 Carrier Obligations (cont'd)

- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

2.13.4 Rates

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

Per Hour	\$ 65.00
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### **Section 3: Description of Service**

#### **3.1 Application of Rates and Charges**

All Services offered in this Service Guide are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

##### **3.1.1 General**

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services;
3. Usage or Transaction Charges (where applicable).

##### **3.1.2 Network Services**

The following Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Residential and Business Bundles, including Optional Calling Features and Long Distance charges

##### **3.1.3 Service Connection and Maintenance Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Service Guide, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Service Guide reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

**Section 3: Description of Service (Cont'd)**

3.1 Application of Rates and Charges (Cont'd)

3.1.3 Service Connection and Maintenance Charges (Cont'd)

4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

3.2 Network Services

3.2.1 Local Exchange Service Territory

Company's Local Exchange service territory includes Pine Plains, Hillsdale, Hudson, Philmont, and Claverack where the Company has facilities deployed.

3.2.2 Local Exchange Service – Voice

- a. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- b. All Local Exchange Services offered here are available as part of a bundle with other services and features.
- c. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
  1. Originate communications to other points on Company's underlying network;
  2. Receive communications from other points on Company's underlying network;

**Section 3: Description of Service (Cont'd)**

3.2 Network Services (Cont'd)

3.2.2 Local Exchange Service (Cont'd)

c. (continued)

3. Access Company's Services as set forth in this and other Company Price schedules;
  4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
  5. Access Company's customer service for Service-related assistance;
  6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
  7. Access Operator-Assisted Calling Services; and
  8. Access Directory Assistance.
- d. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (*e.g.*, NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- e. Upon request, Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

### Section 3: Description of Service (Cont'd)

#### 3.2 Network Services (Cont'd)

##### 3.2.3 Optional Calling Features

Company offers the following custom calling features. Feature availability is based on Customer location and network availability. The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases

**Automatic Recall:** Enables the Customer to place a call to the most recent call received, whether or not the call was answered or the number known.

**Busy Redial:** Enables automatic redialing of a called number that is in use.

**Call Hold:** Enables the Customer to place a call on hold.

**Call Forwarding:** Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature. Company offers call forwarding with variable, busy dialed, or unanswered call options.

**Call Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.

**Call Transfer:** Enables the Customer to relocate an existing telephone call to another phone or attendant console, using a transfer button or a switch hook flash and dialing the required location. The transferred call is either announced or unannounced.

**Caller ID: Name and Number:** Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.

### Section 3: Description of Service (Cont'd)

#### 3.2 Network Services (Cont'd)

##### 3.2.3 Optional Calling Features (Cont'd)

**Call Waiting:** Enables a Customer to suspend a telephone call already in progress to accept a second call. The Customer may switch between calls, typically by using the hook flash signal.

**Distinctive Ring:** Establishes additional telephone numbers on the same line as an existing number, each number ringing with a distinctive ringing pattern. The calling party hears the standard ringing pattern.

**Multi-Line Hunting:** Multi-Line Hunting is the method of distributing phone calls from a single telephone number to a group of several phone lines. Specifically, it refers to the process or algorithm used to select which line will receive the call.

**Remote Call Forwarding:** Automatically redirects an incoming call to a Customer's number to a pre-designated terminating number. Forwarding is always activated and not controlled by customer. No access line is associated with the dialed number from which the forwarding occurs. Customer specifies the forwarded-to number at the time the order for service is placed and a service order is required to change it.

**Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed-calling list without assistance from Company.

**Three Way Calling:** Permits the End-User 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 End-User 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 on both outgoing and incoming calls.

### **Section 3: Description of Service (Cont'd)**

#### 3.2 Network Services (Cont'd)

##### 3.2.4 Blocking Service

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

900, 700 Blocking – allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

900, 700, and 976 Blocking – allows the subscriber to block all calls beginning with the above prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1+ and 0+ Blocking) – provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

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

Toll Restriction Plus – provides subscribers with Toll Restriction, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

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.

Blocking Service is available where equipment and facilities permit.

### **Section 3: Description of Service (Cont'd)**

#### 3.2 Network Services (Cont'd)

##### 3.2.5 Foreign Exchange Service

Foreign Exchange Service permits subscribers in one exchange to purchase dial tone service from an exchange other than that normally assigned to the subscriber's area by the incumbent local service provider.

The dial tone portion of the service is referred to as the "open" end and the facility in the subscribers premise is referred to as the "closed" end.

Company-provided foreign exchange service is limited to those exchanges where the Company is capable of providing both the closed and open ends of the service.

Determination of outbound toll and / or local calling is determined by the calling scope associated with the open end of the service.

The Company makes no guarantees that callers to the open end number will be completed by the caller's local telephone service provider with regards to any particular toll or local calling scope.

### **Section 3: Description of Service (Cont'd)**

#### 3.2 Network Services (Cont'd)

##### 3.2.6 Direct Inward Dialed (DID) Numbers

DID Number service permits subscribers to assign multiple telephone numbers to a line or trunk for the completion of incoming calls from the network calls to a PBX or other customer premises equipment to reach a specific station line number without the assistance of an attendant.

Rates are in addition to the rates shown for Basic Exchange Service and services provided in other Company tariffs for the services and equipment with which this offering is associated.

One primary directory listing will be furnished without charge for each separate line whether or not that number is within the DID Number Block. Additional listings may be requested.

The customer shall be responsible for providing interception of calls to vacant and non-working assigned DID numbers by means of attendant interceptor recorded announcement service.

DID numbers are provided in blocks consisting of a minimum of 20 consecutive numbers which may be assigned to station lines or reserved for future use at rates specified herein. The Company does not guarantee to provide a consecutive number block. The Company will be responsible for interception and administration of reserved numbers.

The customer shall order and maintain sufficient number of trunks as to prevent blockage in the network.



### **Section 3: Description of Service (Cont'd)**

#### 3.2 Network Services (Cont'd)

##### 3.2.7 Directory Assistance

The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining listing information. The application of charges charging and rates set forth below, following apply to customer requests for Directory Assistance.

The Company will provide Directory Assistance without charge to customers who have been certified by a physician or appropriate agency as unable to use a telephone directory because of a visual or physical handicap (this provision is not intended to allow the exemption for large business subscribers who employ only a few handicapped employees).

A credit will be provided upon request for those customers who experience poor transmission quality, are cut off on their call, receive an incorrect number, or inadvertently dial the directory assistance service number.

Customers who requested DA service for which a number is both available and listed may request that the call also be completed for an additional usage fee. The call completion fee is limited to non-special dialing codes within the United States. Call completion charges only apply for calls that are answered and they are billed in one minute increments. Usage will be rounded to the next highest whole minute and each call will be rounded up to the nearest whole penny.

### **Section 3: Description of Service (Cont'd)**

#### 3.2 Network Services (Cont'd)

##### 3.2.8 Directory Listings

The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.

The listing of subscribers either without charge or at the rate specified herein for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. The Company bears no responsibility in any dispute that may arise as a result of the publication of such listings in its directories.

Listings must conform to the Company's specifications with respect to its directories.

The Company reserves the right to reject listings when in its judgment such listings would tend to delay or impede the use of the service.

The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when in its sole judgment the clearness of the listing and the identification of the subscriber is not impaired thereby.

A primary listing is provided without charge as follows for each separate subscriber service. When two or more main station lines or PBX trunk lines are consecutively operated, the first number of the group is considered the primary listing. When two or more access lines are not consecutively assigned, a primary listing may be made for each line.

Unlisted number service is the withholding of a customer's listing from the printed telephone directory. The number may be obtained from the directory assistance operator.

Non-published number service is the withholding of a customer's listing from both the telephone directory and directory assistance records. Subscribers requesting such arrangements agree to hold the Company harmless from any damages that might result from the non-published listing including the failure to receive calls.

### **Section 3: Description of Service (Cont'd)**

#### 3.3 Long Distance Calling

Long Distance charges apply to areas outside the local calling area. Customers to toll areas will be alerted to the application of long distance charges by the requirement that the completion of the call requires a “1” before the call.

All calls are recorded in 6-second increments and are billed in whole minute increments unless otherwise specified in a service bundle. Charges for each call are rounded up to the nearest whole penny.

Unlimited plans allow subscribers to complete calls to domestic locations for no per minute fee. Plans are only available to customers who also subscribe to a Company local exchange service.

1. Calls to special billing codes (toll free, 900, 976) are excluded from this plan.
2. Usage is based on normal residential or business traffic volumes and is specifically not meant for auto-dialers or telemarketing services.
3. Customers with inordinately high traffic or short duration calls will be contacted by the Company to determine continued eligibility for the plan.

## Section 4: Special Services and Programs

### 4.1 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.

### 4.2 New York Relay Service

#### 4.2.1 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.

#### 4.2.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this guide.
- 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.
- b. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
  1. calls to informational recordings and group bridging service;
  2. calls to time or weather recorded messages;
  3. station sent paid calls from coin telephones; and
  4. operator-handled conference service and other teleconference calls.

## **Section 4: Special Services and Programs (cont'd)**

### 4.2 New York Relay Service (cont'd)

#### 4.2.1 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 Guide 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.

### 4.3 Special Credit Card for Blind and Disabled Persons

#### 4.3.1 General

Persons who are blind or whose disability causes difficulty 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.

#### 4.3.2 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 will 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.

## **Section 4: Special Services and Programs (cont'd)**

### 4.4 Schools and Libraries Discount Program

#### 4.4.1 General

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

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

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

**Section 4: Special Services and Programs (cont'd)**

4.4 Schools and Libraries Discount Program (cont'd)

4.4.2 Regulations

a. Obligation of eligible schools and libraries - Requests for service

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

b. Obligations of the Company

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

**Section 4: Special Services and Programs (cont'd)**

4.4 Schools and Libraries Discount Program (cont'd)

4.4.3 Discounted Rates for Schools and Libraries

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

4.5 Health Care Providers Support Program

4.5.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services. 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.



**Section 4: Special Services and Programs (cont'd)**

4.5 Health Care Providers Support Program (cont'd)

4.5.2 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.
  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.
- d. 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.
- e. 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.
- f. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

**Section 4: Special Services and Programs (cont'd)**

4.5 Health Care Providers Support Program (cont'd)

4.5.2 Responsibility of the Company

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

4.5.3 Rates and Charges

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

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

**Section 4: Special Services and Programs (cont'd)**

4.6 Lifeline

The Company shall provide Lifeline service as defined in 47 C.F.R. § 54.401 (a) on a nondiscriminatory basis to all qualifying low-income customers. The Company's Lifeline service offering shall comply with all applicable federal and state laws, including, but not limited to, 47 C.F.R. Part 54, Subpart E; the FCC's Lifeline reform order (Report and Order released February 6, 2012, WC Docket No, 11-42, et. al) and any subsequent clarifying orders.

Lifeline Services may be found in Valstar, Inc. dba GTel Teleconnections Intrastate Tariff No. 1.

## Section 5: Special Arrangements

### 5.1 Special Construction

#### 5.1.1 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 guides, 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.

#### 5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  1. equipment and materials provided or used;
  2. engineering, labor, and supervision;
  3. transportation; and
  4. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. 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.
- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Guide preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

## Section 5: Special Arrangements (cont'd)

### 5.1 Special Construction (cont'd)

#### 5.1.3 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.

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - 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. Guide preparation, processing and related fees;
  4. Cost of removal and restoration, where appropriate; and
  5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3 preceding shall be adjusted to reflect the determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

### 5.2 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.

## **Section 6: 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 that 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

### **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.

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## **Section 6: Explanation of Terms (cont’d)**

#### 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.

#### 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.

## **Section 6: Explanation of Terms (cont'd)**

### **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.

### **COMPANY**

The company name, 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 Guide and utilizes service provided under Guide by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company’s Guide.

### **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.



**Section 6: Explanation of Terms (cont'd)**

**DIRECT INWARD DIAL (“DID”)**

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

**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.

**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.

## **Section 6: Explanation of Terms (cont'd)**

### **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.

### **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(s), 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:

## **Section 6: Explanation of Terms (cont'd)**

### **HANDICAPPED PERSON (cont'd)**

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.

### **HOUSEHOLD**

A household is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.

### **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.

**Section 6: Explanation of Terms (cont'd)**

**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 1 of the Guide.

**KILOBIT**

One thousand bits.

**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.

**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.

## **Section 6: Explanation of Terms (cont'd)**

### **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.

### **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.

## **Section 6: Explanation of Terms (cont'd)**

### **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.

### **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.

### **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.

**Section 6: Explanation of Terms (cont'd)**

**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.

**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.

**Section 6: Explanation of Terms (cont'd)**

**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 Guide.



Valstar, Inc. dba GTel Teleconnections  
New York Retail Customer Service Guide

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**Rate Attachment**

<u>Monthly / Recurring Services</u>	<u>Residential</u>	<u>Business</u>	
1. Single Line Voice Bundles with Unlimited Domestic Long Distance			
State Wide Service:	\$49.00	\$59.00	
US and Canada:	<u>\$ 4.00</u>	<u>\$ 7.00</u>	
a. Single Line Rate	\$53.00	\$66.00	
2. Voice Bundles with a Qualifying Broadband Service			
a. State Wide Voice Service – Initial	\$23.00	\$39.99	
b. State Wide Voice Service – Add'l	\$17.00	\$22.00	
c. Optional interstate US / Canada – per line	\$ 4.00	\$ 7.00	
d. Minute of Use for Interstate US / Canada	\$ 0.10	\$ 0.10	
3. Optional Features			
a. Directory Assistance – per request	\$ 0.95	\$ 0.95	
b. Voice Mail – per line	\$ 4.85	\$ 8.55	
c. Custom Calling Features – as requested	\$ 0.00	\$ 0.00	
d. Battery backup – per battery	\$ 3.00	\$ 3.00	
e. Inside Wire Maintenance – per jack	\$ 1.00	\$ 1.00	
f. Whole Premise Inside Wire Maintenance	\$15.99	\$15.99	
g. Non-published Directory Listing	\$ 1.35	\$ 1.35	(N)
4. Miscellaneous Fees			
a. 911 Surcharge	\$ 0.35	\$ 0.35	
b. Gross Revenue Tax Surcharge	2.9601%	2.9601%	

**Rate Attachment**

<u>Once Time Charges</u>	<u>Residential</u>	<u>Business</u>
1. Voice installation – existing broadband subscriber	\$30.00	\$30.00
2. Voice installation at time of broadband installation	\$ 0.00	\$ 0.00
3. Trouble Isolation Fee	\$30.00	\$30.00
4. Jack installation – per jack	\$41.00	\$41.00
5. Jack verification (up to 4 jacks)	\$80.00	\$80.00
6. Reconnect Fee	\$30.00	\$30.00
7. Number Porting Fee	\$20.00	\$20.00
8. Returned Check Charge	\$20.00	\$20.00