

Frontier Communications of America, Inc.
P.S.C. No. 4
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Leaf: 1
Revision: 0
Superseding Revision:

FRONTIER COMMUNICATIONS OF AMERICA, INC.

P.S.C. NO. 4 TARIFF

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

Applicable in New York State

Frontier Communications of America, Inc. P.S.C. No. 4 Tariff supersedes Frontier Communications of America, Inc. P.S.C. No. 3 tariff in its entirety.

CONTACTING THE COMPANY WITH A COMPLAINT

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: Consumer.affairs@ftr.com or,
- By Phone:

Customer Service
1-800-426-6404 Consumer Relations Line or,
- By Mail:

Frontier Communications
Attn: Consumer Relations
P. O. Box 5166
Tampa, FL 33675

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 DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States (M-F 8:30 am – 4:00 pm): or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax
- By Mail:

NYS Department of Public Service
Office of Consumer Services, 4th Floor
3 Empire State Plaza
Albany, NY 12223-1350

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EXPLANATION OF SYMBOLS

A revision of a Tariff Leaf is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

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

REFERENCES TO THE CATALOG

General Rules and Regulations for the following services may be found in the Frontier Communications of America, Inc., Catalog on Frontier's website at:

<http://carrier.frontiercorp.com/crtf/tariffs/index.cfm?fuseaction=main&sctnID=19>

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GENERAL RULES AND REGULATIONS

A. APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Company as follows:

The furnishing of intrastate end-user communications services to customers within the State of New York.

1. Service Territory

Frontier Communications of America, Inc. will provide service within New York State.

2. Availability

Service is available where facilities permit. Only those services for which rates are provided are currently available.

GENERAL RULES AND REGULATIONS

B. USE OF FACILITIES AND SERVICE

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 undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New York.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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

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

GENERAL RULES AND REGULATIONS

B. USE OF FACILITIES AND SERVICE

2. Limitations on Liability

- a. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in the Catalog. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- b. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- c. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- d. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

GENERAL RULES AND REGULATIONS

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

2. Limitations on Liability (Cont'd)

- e. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- f. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- g. The Company is not liable for any claims for loss or damages involving:
 - 1) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - 3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - 4) Any act or omission in connection with the provision of 911, E911 or similar services;
 - 5) Any noncompletion of calls due to network busy conditions.

GENERAL RULES AND REGULATIONS

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

2. Limitations on Liability (Cont'd)

- h. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
 - 2) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
 - 3) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
 - 4) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

GENERAL RULES AND REGULATIONS

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

2. Limitations on Liability (Cont'd)

- i. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- j. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- k. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

3. Use of Service

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

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.

GENERAL RULES AND REGULATIONS

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

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 tariff 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 tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - 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 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question. No allowance will be provided for errors caused by other carriers or operator service providers.
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Issued by: Pricing and Tariff Manager, 21 West Ave., Spencerport, NY 14559

GENERAL RULES AND REGULATIONS

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

5. Directory Errors (Cont'd)

- e. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- f. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

6. Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services.

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BUSINESS NETWORK SWITCHED SERVICES

A. SERVICE AREAS

1. Areas in which the Company Provides Service:

All services are available in the following exchanges subject to availability of facilities and technical feasibility:

Newburgh
Poughkeepsie
New Paltz
Monticello
Cornwall
Hyde Park
Wappingers Falls
Kingston
Beacon
New Windsor
North Clove

Local calling includes all exchanges in the 133 LATA.

BUSINESS NETWORK SWITCHED SERVICES

A. SERVICE AREAS (Cont'd)

2. Areas in which the Company Provides Service - ABC Solutions is also available in the following exchanges:

<u>Exchange</u>	<u>Local Calling Area</u>
Chester	Goshen Highland Mills/Central Valley Maybrook Middletown Monroe Washingtonville Warwick
Goshen	Chester Florida Middletown Scotchtown Monroe Maybrook Washingtonville New Hampton Highland Mills/Central Valley
Highland Mills/ Central Valley	Chester Goshen Monroe Washingtonville
Maybrook	Chester Goshen Monroe Montgomery Walden Washingtonville Highland Mills/Central Valley

BUSINESS NETWORK SWITCHED SERVICES

A. SERVICE AREAS (Cont'd)

2. Areas in which the Company Provides Service - ABC Solutions is also available in the following exchanges: (Cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Monroe	Monroe Cellular Chester Goshen Maybrook Tuxedo Washingtonville Highland Mills/Central Valley
Montgomery	Circleville Maybrook Pinebush Walden Walkill Newburgh Middletown Scotchtown
PineBush	Bloomington Circleville Montgomery Walden Walkill Middletown Scotchtown
Walden	Maybrook Montgomery Pinebush Walkill Newburgh

BUSINESS NETWORK SWITCHED SERVICES

A. SERVICE AREAS (Cont'd)

2. Areas in which the Company Provides Service - ABC Solutions is also available in the following exchanges: (Cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
Wallkill	Montgomery Pinebush Walden Newburgh New Paltz
Washingtonville	Chester Goshen Maybrook Monroe Highland Mills/Central Valley
Hopewell Junction Stormville Lagrangeville	Hopewell Junction Hyde Park Marlboro New Paltz Clinton Corners Wappingers Falls Esopus Poughkeepsie Cornwall Newburgh Pleasant Valley Millbrook Highland North Clove Milton Beacon Wingdale Pawling Dover Plains Clintondale Staatsburg Beacon (Fishkill)

BUSINESS NETWORK SWITCHED SERVICES

B. BUSINESS NETWORK SWITCHED SERVICES

1. General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- a. Receive calls from other stations on the public switched telephone network;
- b. Access the Company's local calling service;
- c. Access the Company's operators and business office for service-related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d. Access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Service Charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

2. Termination Liability

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

BUSINESS NETWORK SWITCHED SERVICES

B. BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

3. Basic Business Line Service

a. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

b. Measured Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 2.

2) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3.

BUSINESS NETWORK SWITCHED SERVICES

B. BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

4. Rates and Charges

	<u>Monthly Rate</u>		<u>Nonrecurring Charge</u>
Basic Business Flat Rate Line	\$36.00	(l)	\$45.00
Measured Rate Basic Business Line	\$26.00		\$45.00
		<u>Initial Period Charge</u>	
Local Measured Service (LMS)			
- First three minutes	\$0.06		
- Each additional minute	\$0.01		

SERVICE CHARGES

A. SERVICE CHARGES

1. General

Service Charges are nonrecurring charges which apply to the following:

- a. the installation of a new service;
- b. the transfer of an existing service to a different location;
- c. a change from one class of service to another at the same or a different location.

The application of Service Charges is detailed below.

a. New Line Installation Charge

Applies per line to the installation of additional or new access lines. This charge does not apply to conversion of existing access lines from another local exchange carrier. New Line Installation Charges for lines converted from another local exchange carrier will be waived.

b. Service Order charge

Applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

c. Premises Visit charge

Applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. One charge applies per premise visit. This charge also includes the first 30 minutes of labor.

d. Service Calls

When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. The charge for the initial 30 minutes is included in the premise visit charge. Additional time is billed in 15 minute increments.

e. Reconnection Charge

A Reconnection Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed herein.

SERVICE CHARGES

A. SERVICE CHARGES (Cont'd)

1. General (Cont'd)

The application of Service Charges is detailed below. (Cont'd)

f. Directory Change Charge

A Directory Change Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- 1) addition of directory listings
- 2) change in listed name
- 3) change of address
- 4) change of billing party
- 5) change in listed service to non-published service, not involving a change of telephone number.

A Service Order Charge does not apply when a Directory Change Charge applies.

g. Premises Visit Charge

The customer may request an estimate, or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

h. Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit. The charges outlined in A.3 apply.

i. Primary Interexchange Carrier (PIC) Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

SERVICE CHARGES

A. SERVICE CHARGES (Cont'd)

2. Exceptions to the Charge

- a. No charge applies to convert lines from another local exchange carrier.
- b. No service order charge applies to changes in service within 30 days of initial service installation.
- c. The Company may from time to time waive or reduce the charge as part of a promotion.

3. Rates and Charges

	<u>Nonrecurring Charge</u>
New Line Installation Charge, per line/trunk	*
Service Order charge, per service order	\$25.00
Premises Visit charge, per visit	\$20.00
Service Calls, per hour rate, per technician	\$80.00
Reconnection Charge	\$25.00
Directory Change Charge	\$10.00
Premises Visit Charge	\$20.00
Primary Interexchange Carrier (PIC) Change Charge	\$10.00

* Section 3, Service Charges, New Line Installation Charge apply.

SERVICE CHARGES

B. OTHER SERVICE CHARGES

1. Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2. Late Payment Charges

- a. 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.
- b. Late payment charges do not apply to final accounts.
- c. 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).
- d. Business 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, excluding one month's local service charge, but including arrears and unpaid late payment charges.

SERVICE CHARGES

C. MOVES, ADDS AND CHANGES

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

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

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

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

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

D. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed during 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.

E. PRESUBSCRIBED INTEREXCHANGE, INTRALATA OR LOCAL EXCHANGE CARRIER FREEZE

The customer may at their discretion request that the Company provide a switch function commonly known as a preferred carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll-free number, recorded on the Company's third-party verification system. There is no charge for this service.

DIRECTORY LISTINGS

A. DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

1. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one listing is required to properly list the Customer, no additional charge is made.
2. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
3. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Government listings in the Government section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
4. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

DIRECTORY LISTINGS

A. DIRECTORY LISTINGS (Cont'd)

5. Directory listing are provided in connection with each Customer service as specified herein.
 - a. Primary Listing - A primary listing contains the name of the Customer, or the name under which a business regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - b. Additional Listings - In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.
 - c. Extra Line Listings - Additional lines of information that clarify the primary listing.
 - d. Non-Published Listings - Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records subject to the provisions set forth in Section 10.1.1. Rates for Nonpublished Listings are specified in Section 10.1.1.5.f.
 - e. Cross Reference Listings - Listings in a different section of the directory that refer to the primary listing.
6. Rates and Charges

	Monthly Rate		Nonrecurring
	<u>Residential</u>	<u>Business</u>	<u>Charge</u>
<u>Per Listing or Per Number Charge</u>			
Primary Listing	\$0.00	\$0.00	\$0.00
Additional Listing	\$3.28	\$1.50	\$10.00
Extra Line Listing	\$3.28	\$1.50	\$10.00
Non-Published Number	\$3.53	\$3.53	\$10.00
Cross Reference Listing	\$3.28	\$1.50	\$10.00
Multiple Appearance Directory Numbers	\$7.00	\$7.00	\$10.00

(l)

DIRECTORY LISTINGS

B. DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information and must certify that the information will be used only for the purpose of providing its services to the community.

C. LIABILITY OF THE COMPANY FOR ERRORS

1. General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

2. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

- a. Free Listings - For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.
- b. Charge Listings - For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.
- 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 in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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DIRECTORY LISTINGS

D. INTERCEPT SERVICE

Intercept service is the furnishing of a message to incoming callers that the phone number they have called is changed and furnishes the new number. This service will be offered free of charge for the first three months and at an additional charge for an additional nine months.

	Nonrecurring <u>Charge</u>
Intercept Service (1-3 months)	\$0.00
Intercept Service (additional 9 months)	\$150.00

OPERATOR SERVICES

A. DIRECTORY ASSISTANCE (DA)

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

1. Regulations

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

- a. Calls from pay telephones.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 7, up to a maximum of 50 requests per month.

2. Rates and Charges

The directory assistance charge applies after the call allowance of two calls per line.

	<u>Per Call Charge</u>
Local, per request, per call	\$0.45

OPERATOR SERVICES

B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

Directory Assistance Call Completion (DACC) allows end users the option to have their local calls completed to a requested number either the directory assistance operator or the directory assistance audio response system that provides the requested directory number.

1. Regulations

The regulations and charges apply to calls placed to directory assistance from within the Company's serving area. These regulations and charges are in addition to the regulations, rules and charges found elsewhere in the Company's applicable tariffs.

- a. The charges will apply only to completed calls.
- b. There are no free calls or allowances for directory assistance call completion.
- c. Directory assistance calls will not be completed to non-published numbers, 700, 800 or 900 prefixes.
- d. Calls from COCOTs will be the standard directory assistance announcement and directory assistance will not be offered.

2. Rates and Charges

	<u>Per Call Charge</u>
Directory Assistance Call Completion (DACC)	\$0.50

OPERATOR SERVICES

C. OPERATOR ASSISTED LOCAL CALLING

Local calls may be completed or billed with live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

The following surcharges will be applied on a per call basis:

	<u>Per Call</u>
Third Number Billing	\$1.25
Collect Calling	\$1.25
Person to Person	\$3.00

TAXES AND SURCHARGES

A. GROSS REVENUE TAX SURCHARGE

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover New York utility taxes imposed on Carrier:

1. State Gross Revenue Tax Surcharge

State Gross Revenue Tax Surcharge imposed on all charges for recurring, non-recurring, minimum usage, or special charges for services rendered in New York State.

<u>Period</u>	<u>Surcharge</u>
7/1/2000 – 6/30/2005	2.83%
7/1/2005 – 3/31/2013	2.60%
4/1/2013 -	3.03%

2. Municipal Gross Revenue Tax Surcharge

Municipal Gross Revenue Tax Surcharge imposed on all charges for recurring, non-recurring, minimum usage, or special charges for services rendered in:

Beacon	New Paltz
Cornwall	Newburgh
Kingston	Poughkeepsie
Monticello	Wappingers Falls

<u>Period</u>	<u>Surcharge</u>
7/1/2005 +	1.01%

B. METROPOLITAN TRANSPORTATION AUTHORITY SURCHARGE

Customers located in counties within the Metropolitan Commuter Transportation District are subject to a surcharge on all services rendered in New York State. The Surcharge is necessary to recover the Temporary Metropolitan Business Tax Surcharge enacted on December 23, 1982.

<u>Period</u>	<u>Surcharge</u>
7/1/2005 +	0.60%

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber.

MISCELLANEOUS SERVICES

A. DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

1. General

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

2. Certification

Acceptable certifications are:

- a. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- b. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

3. Qualification

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

4. Billing

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

MISCELLANEOUS SERVICES

B. NEW YORK RELAY SERVICE

1. General

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

2. Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this Tariff and/or Catalog.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within the State of New York. 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.

3. Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury 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.

MISCELLANEOUS SERVICES

C. PROMOTIONS

1. General

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

2. Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place.
- c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place.
- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Service Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.

EMERGENCY REPORTING SERVICES

A. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

1. General

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.

2. Regulations

- a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- c. 911 service is furnished for incoming calls only.
- d. For 9-1-1 service interruptions the Company has established Primary and Final routing for calls to the PSAP. The Company, through its intercarrier interconnection agreements, has established direct interconnection trunking facilities with the primary incumbent local exchange carrier serving the applicable territory. These trunking facilities carrying 9-1-1 traffic are directly connected with incumbent local exchange carrier's tandem switching facilities. The traffic is then routed by either tandem to the PSAP. If the Primary route is busy or out of service, the calls will route to an announcement. The announcement will state that "All Company circuits are busy now. Please hang up and try your call again."
- e. The Company will abide by all terms and conditions regarding MSAG and the provision of 9-1-1 services required pursuant to the Commission's proceeding in any docket or dockets relating to this matter and with the entity's (county or municipality that is responsible under the laws of the jurisdiction) protocols for 911 service provision.

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EMERGENCY REPORTING SERVICES

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

2. Regulations (Cont'd)

- f. The Company's liability and its obligation to furnish 9-1-1/E9-1-1 Service are limited as described by Company liability and indemnification clauses spelled out in Section 1, (specifically B.2.) incorporated herein by reference and the laws of the state in which this tariff applies.
- g. The Company is not an insurer of persons or property. The liability of the Company to the subscriber, the customer or any other person for a loss or injury suffered or a liability incurred by any or all of them as a result of a failure in the 9-1-1/E9-1-1 Service shall be limited in accordance with the provisions of Section 1, (specifically B.2.) and in the Catalog, Section 2 (specifically 2.J.). The subscriber or customer and any other persons who may be affected by a failure of the 9-1-1/E9-1-1 Service are advised that they should obtain insurance and take all other steps necessary to protect themselves against loss or injury which they may suffer or liability which they may incur as a result of failure of 9-1-1/E9-1-1 Service.

3. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. 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.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

EMERGENCY REPORTING SERVICES

B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

1. General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

2. Regulations

- a. In addition to the following, the regulations in A.2. preceding apply.
- b. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- c. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- d. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- e. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

EMERGENCY REPORTING SERVICES

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

3. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. 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, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.