

Verizon New York Inc.

PSC NY No. 11--COMMUNICATIONS

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ACCESS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

2.1.3 Liability

- (A) Except as set forth in 8.1.3 and 8.2.2(G) following and apart from the allowance for service interruptions as set forth in 2.4.4 following, no liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.
- (B) No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.
- (C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Limitations (Cont'd)

(D) (Cont'd)

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
- (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

(F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

- (H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion's, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein. The Telephone Company will offer full Billing and Collection Services to customers who request it. The terms and conditions for Recording and Billing Name and Address Service are as set forth in Section 8 of this tariff. The terms and conditions for Billing Service, Billing Analysis Service and Billing Information Service shall be governed by individual Billing and Collection contracts between the Telephone Company and the customer.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) include Telephone Company communications facilities to the Point of Termination, as defined in 2.6 following, and (B) will be installed by the Telephone Company to such Point of Termination. If, at the time of the initial installation of an Access Service, the customer requests the Point of Termination at a location other than that normally provided by the Telephone Company, the Telephone Company will provide the Point of Termination at the requested location, provided the Telephone Company owns the wire or intrabuilding cable in the building. Wire required for such extension of the Point of Termination will be provided on a time sensitive charge basis at the rates set forth in 13.2.5 following for Other Labor. Any additional terminations beyond such Point of Termination are the sole responsibility of the customer.

Moves of the Point of Termination subsequent to the initial installation of the Access Service are as set forth in 6.7.7 following for Switched Access Service.

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice. (C)

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) Unless the provisions of 2.2.1(B) following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

(C) The Telephone Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a customer who is indebted to the Telephone Company for service previously furnished such customer, the service may be terminated by the Telephone Company unless the customer satisfies the indebtedness within 10 days after written notification.

(D) In an action in a court to collect or attempt to collect any charges or other amounts due to Carrier under this tariff, if the Carrier asks the Court to award attorneys' fees, the Court may award the party which substantially prevails in the action (Carrier or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.9 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. In the case of a change in such number(s), the Telephone Company will furnish to the customer six months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such changes(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six months notice in order to provide service.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities, create hazards to the employees of any of them or the public, or tend to injuriously affect the efficiency of the Telephone Company's personnel, plant, property or service.

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2. GENERAL REGULATIONS (Cont'd)2.2 Use (Cont'd)2.2.1 Interference or Impairment (Cont'd)

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not, or are likely not to be, in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 (A) and (B) following is not applicable.

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

2.3 Obligations of the Customer2.3.1 Damages

The customer is required to reimburse the Telephone Company for any loss of, or damage to, facilities or equipment on the customer's or end user's premises or receipts from coin telephone, including loss or damage caused by agents, employees or independent contractors of the customer through any cause whatsoever except circumstances beyond the control of the customer, his agents, employees and independent contractors.

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments. (T)

2.3.5 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start*, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less. (C)

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities. (T)

* Ground start may not be provided over fiber facilities and is only available where suitable facilities exist. (N)

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.7 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

(C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements

For purposes of determining the jurisdiction of Switched Access Services, (that is, whether such services will be deemed to be interstate or intrastate, and if intrastate whether interLATA or intraLATA), the regulations set forth in (A) through (D) apply.

(A) Jurisdictional Reports

(1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) Factors (Cont'd) (T)

- (a) When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use customer reported Percent Interstate Usage (PIU) or Intrastate IntraLATA Local Usage Percentage (LUP) factors to determine the jurisdiction of those minutes of use. (M)

The Company will apply the PIU or LUP factor, either provided by the customer as set forth in sections(A)(1)(b) or (A)(3) only to minutes of use for which the Company does not have sufficient call detail to determine jurisdiction. The customer provided PIU or LUP factors will be used until the customer provides an updated PIU or LUP factors, as set forth in (A)(3) following. No prorating or back billing will be done based on the updated report. (C)

There may be some portion of terminating minutes where it is not possible to know, and therefore to send, the needed originating number information. A "floor" of 7% will be set for terminating access minutes lacking originating number information for all switched access customers. (T)

- (i) When the percentage of terminating traffic without sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus a 2% grace threshold or 9%, the Company will apply the PIU factor, either provided by the customer or as set forth in section (A)(1)(b) or (A)(3). (N)
- (ii) When the percentage is greater than 9%, the Company will assess rates from this tariff on all minutes exceeding the floor. For example, if 30% of a customer's terminating minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, then the Company would apply the provisions of this tariff to those minutes exceeding the "floor", or 23% in this example.

In the event that the Company applies rates to terminating calls without originating number information as provided in this tariff, customers will have the opportunity to request backup documentation of the Company's basis for such application, and further request that the Company change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied. (J)

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) Factors (Cont'd) (T)

(b) When the customer initially orders Switched Access Service(s) the customer will state in its order (Access Service Request) a Percent Interstate Usage and Intrastate IntraLATA Local Usage Percentage factor. This factor will be used by the Company as the customer-provided PIU and LUP factor until the customer provides updated PIU and LUP factors, as required in (A)(3) following. (T) 7

The customer must report the percent of interstate use (PIU) and intrastate intraLATA percentage (LUP) by Feature Group and Call Type as follows:

<u>CALL TYPE</u>	<u>FEATURE GROUP</u>			(M)
	<u>A</u>	<u>B</u>	<u>D</u>	
Originating	Required	Required	Required	
Originating 700	-	-	Required	
Originating 800	-	Required	Required	
Originating 900	-	Required	Required	
Terminating	Required	Required	Required	
Terminating 800	-	Required	Required	
Terminating Directory Assistance	-	Required	Required	
Terminating Mass Announcement Service	Required	Required	Required	

For each service listed below, the customer may provide separate PIU and LUP factors in accordance with (a) and (b) preceding. J

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) Factors (Cont'd)

(T)

(c) For purposes of developing the projected interstate percentage for Feature Group C (or CST BSA – Option 2) and Feature Group D (or CST BSA – Option 3), the customer shall consider every call, that originates from a calling party in one state and terminates to a called party in a different state, to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located, to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call; i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

(T) 7

For the purposes of developing the projected interstate percentage for Feature Group A (or CSL BSA) and Feature B (or CST BSA – Option 1), pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call, that enters a customer network at a point within the same state as that in which the called station is situated, is an intrastate communication and every call, that enters a customer's network at a point in a state other than that where the called station is situated, is an interstate communication.

(M)

For purposes of developing the projected intrastate intraLATA Local Usage Percentage (LUP), the customer shall consider every call that enters the customer's network at a point within the same state and LATA as the state and LATA where the called station is located to be intrastate intraLATA and every call that enters the customer's network at a point within the same state but in a different LATA from the LATA in which the called station is located to be intrastate interLATA.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) (Cont'd)

(c) (Cont'd)

- Lineside BSA (Notes 1,2,3)
- Feature Group A (Notes 1,2,3)
- Feature Group A FX/ONAL (Notes 2,3)
- Trunkside BSA-950 Option (Notes 1,2,3)
- Trunkside BSA-MTS/WATS Option (Notes 2,3)
- Trunkside BSA-101XXX Option (Notes 2,3)
- Feature Group B (Notes 2,3)
- Feature Group C (Notes 2,3)
- Feature Group D (Notes 2,3)
- 500 Access Services (Note 3)
- 700 Access Services (Note 3, 4)
- Toll Free Services (Notes 2,3,4,5, 6)
- 900 Access Services (Note 3,4)
- Directory Assistance Service (Notes 3,7,8)
- Mass Announcement Service (Note 8)

Note 1: Services that do not have recording capability will be designated as interstate services.

Note 2: The customer has the option to provide the Company with both an originating and a terminating PIU and LUP factor for each account or state from which the customer may originate and/or terminate traffic.

Note 3: The Percentage Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) factors will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, Common Interoffice Channel, Access Tandem Switching, Common Trunk Port service and minutes of use based multiplexer rate elements, where applicable.

Note 4: In the event a customer fails to report the PIU and/or LUP for any Feature Group(s) as required in 2.3.10(A)(1)(c) preceding, the Telephone Company will use the "Originating" PIU and/or LUP reported for such Feature Group(s) to apportion such usage until the customer provides the required data at a regularly scheduled update as provided in 2.3.10(A)(3) following.

Note 5: "Toll Free" service includes any access service which utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

Note 7: The customer shall provide a PIU factor for each Directory access service group ordered.

Note 8: In the event a customer fails to report the PIU and/or LUP for any Feature Group(s) as required in 2.3.10(A)(1)(c) preceding, the Telephone Company will use the "Terminating" PIU and/or LUP reported for such Feature Group(s) to apportion such usage until the customer provides the required data at a regularly scheduled update as provided in 2.3.10(A)(3) following.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) (Cont'd)

(c) (Cont'd)

When the customer provides PIU factors, the Company will subtract the developed PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer may only provide a PIU or LUP factor that is a whole number (a number from 0 to 100).

Where the customer provides access services to other carriers, the customer will develop its projected PIU and LUP factor based upon a weighted average of the PIUs and LUPs of its own and of the other carriers' end user traffic, in accordance with the procedures described below.

The customer shall compute the PIU for each Feature Group and Call Type by dividing interstate access minutes for that Feature Group and Call Type by total access minutes for that Feature Group and Call Type.

The customer shall compute the LUP for each Feature Group and Call Type by dividing intrastate intraLATA access minutes for that Feature Group and Call Type by total intrastate access minutes for that Feature Group and Call Type.

The computations for "Originating" and "Terminating" Call Types shall include only those access minutes for which a lower level PIU and LUP is not required as set forth in 2.3.10(A)(1)(c) preceding. For example, the "Originating Feature Group D" PIU and LUP computations shall include all Feature Group D originating access minutes other than 700, 800 and 900 access minutes.

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Material now appearing on this Page previously appeared on Page 19.

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ACCESS SERVICE

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (1) Percent Interstate Usage (PIU) and Intrastate IntraLATA Local Usage Percentage (LUP) (Cont'd)
 - (c) (Cont'd)

In the event that the projected PIUs and/or LUPs provided by the customer when initially ordering Switched Access Services change prior to the date upon which the Telephone Company provides service to the customer, the customer shall report the change(s) to the Telephone Company prior to service completion.

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Issued in compliance with the Commission's Order in Case 09-M-0527 issued October 3, 2014.

Issued: November 30, 2015

Effective: January 1, 2016

By Keefe B. Clemons, General Counsel
140 West Street, New York, N.Y. 10007

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ACCESS SERVICE

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)

- (2) Switched Access Service Entrance Facilities, Direct Trunked Transport Facilities and Dedicated End Office and Access Tandem Trunk Ports

The Telephone Company will develop a PIU or LUP factor to apply to Switched Access Service Entrance Facilities, Direct Trunked, Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports when sufficient call detail exists.

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The company will apply the PIU or LUP factor provided by the customer as set forth in (A)(1)(b) or (A)(3) only when the company does not have sufficient data to develop a PIU or LUP factor. A customer may provide PIU and LUP factors and jurisdictional reports at a Billing Account Number or state level, for Switched Access Entrance Facilities, Direct-Trunked Transport facilities, and Dedicated End Office and Access Tandem Trunk Ports ordered pursuant to this tariff, reflecting the originating and terminating traffic of all Switched Access services using these facilities as set forth in (A)(2)(a) and (A)(2)(b) following.

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- (a) Entrance Facilities and Direct Trunked Transport Facilities

- (1) The customer may provide separate PIU and LUP factors for the Entrance Facilities and the Direct Trunked portion of the facility account. These PIU and LUP factors should account for the originating and terminating traffic of all services using these facilities.

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- (2) If a customer is providing or sharing a facility with other carriers, the PIU and LUP factors for the Entrance Facilities and Direct Trunked Transport may be developed using multiple PIU and LUP factors. In this situation the calculation to determine the facility PIU and LUP using factors must be provided with the quarterly jurisdictional report.

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ACCESS SERVICE

- 2. GENERAL REGULATIONS (Cont'd)
- 2.3 Obligations of the Customer (Cont'd)

- 2.3.10 Jurisdictional (Cont'd)

- (A) Jurisdictional Reports (Cont'd)

- (2) Switched Access Service Entrance Facilities, Direct Trunked Transport Facilities and Dedicated End Office and Access Tandem Trunk Ports (Cont'd)

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- (b) Dedicated End Office and Access Tandem Trunk Ports

In addition to the report requirements set forth in (A)(1) and (A)(2)(a) preceding and (A)(3) following, the customer must provide an interstate percentage of use and Intrastate IntraLATA local usage percentage in a whole number for dedicated End Office and Access Tandem trunk ports. The customer must provide a single interstate percentage of use and Intrastate IntraLATA local usage percentage per LATA to be applied to all Switched Access dedicated End Office and Access Tandem trunk ports. For the initial establishment of Switched Access Service, the Company will utilize the interstate percentage of use and Intrastate IntraLATA local usage percentage reported on the customer's access service request as the interstate percentage of use and Intrastate IntraLATA local usage percentage for dedicated End Office and Access Tandem trunk ports. These interstate percentages of use and Intrastate IntraLATA local usage percentages will be used in determining the monthly rates to be applied for the dedicated trunk ports as set forth in Section 30.6.2 following.

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- 2. GENERAL REGULATIONS (Cont'd)
- 2.3 Obligations of the Customer (Cont'd)
- 2.3.10 Jurisdictional (Cont'd)
- (A) Jurisdictional Reports (Cont'd)

(3) Jurisdictional Report Updates

Effective on the first of January, April, July and October of each year, the customer may update the interstate and intrastate intraLATA jurisdictional reports. The customer will forward to the Company, to be received no later than 20 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate intraLATA percentages of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. In the event that the Company does not have sufficient data to calculate PIU or LUP factors, these factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received. ¶

If the revised factors represent what the Telephone Company considers to be a substantial deviation, a deviation of 5 (five) percentage points or more for the preceding twelve calendar months, from the customer's previously reported factors and cannot be attributed to seasonal changes or other identifiable reasons, the Telephone Company will request a Jurisdictional Report Verification of the factors as set forth in 2.3.10(C) following. (N)

When the Telephone Company does not have sufficient data to rely on actual call detail or to develop a PIU or LUP factor the revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. No Prorating or back billing will be done based on the report. If the customer does not supply an updated quarterly report or letter, the Company will assume the customer-provided percentages to be the same as those provided in the last quarterly report or letter accepted by the Company. ¶ (C)

For those cases in which a quarterly report or letter has never been received from the customer, the Company will assume the PIU and LUP factors to be the same as provided in the order for service.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percent provided to the Company as set forth in (A) preceding for Switched Access Service. Such records shall consist of (1) and (2) following, if applicable:

- (1) All call detail records such as work papers and/or backup documentation including paper, electronic format or any other form of records for billed customer traffic, call information including call originating and terminating address (i.e., calling, called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and; (C)
- (2) If the customer has a mechanized system in place that calculated the PIU and LUP factors, then a description of that system and the methodology used to calculate the PIU and LUP factors must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(C) Jurisdictional Reports Verification

The Company may request the customer to verify their jurisdictional reports. The customer shall keep records of call detail from which the percentage of interstate and intrastate intraLATA use can be ascertained. The Company will request the customer to provide the records of call detail and other information (as specified in (B) preceding) that the customer used to determine the percentage of interstate and intrastate use. No more than one verification request will be made per year.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(C) Jurisdictional Reports Verification (Cont'd)

(C)

If the PIU and LUP factors filed by the customer cannot be validated by the data provided, and the data provided by the customer is sufficient to calculate a PIU and LUP factor different than the customer's reported PIU and LUP factor, the Company will use these records to:

- (1) Revise the customer's PIU and LUP factor.
- (2) Calculate the interstate and intrastate intraLATA access charges that should have been billed to the customer for the prior period (as specified in (C) following), that the inaccurate PIUs and LUPs had been used and debit or credit the customer for the difference between the charges that should have been billed with the revised PIU and LUP and the charges that were billed.

The Customer shall supply the data to the Company within 30 days of the Company request. The Company will request data for the four prior quarters unless a shorter period is requested by the Customer and agreed to by the Company.

If the customer fails to supply data (as specified in (B) preceding) within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:

- (1) The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the customer.
- (2) The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the customer-provided PIU factors.

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ACCESS SERVICE

- 2. GENERAL REGULATIONS (Cont'd)
- 2.3 Obligations of the Customer (Cont'd)
- 2.3.10 Jurisdictional Report Requirements (Cont'd)

(D) Contested Jurisdictional Reports

If after reviewing the data provided by the customer the Company determines that that the customer-provided PIUs or LUPs are inaccurate, the Company will report the results of the analysis to the customer by Certified U.S. Mail (return receipt requested). The Company will request that the customer provide updated PIU or LUP factors consistent with those contained in the Company's report.

Failure to comply with the provisions set forth in (B) and (C) preceding, will be considered a violation of this Tariff and the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of services to the customer as specified in Section 2.1.8 preceding.

The Company retains the right to pursue any and all other legal remedies, whether in addition to, or in lieu of, the above procedures, to recover any under-billed switched access charges associated with incorrect customer-provided PIU or LUP factors under the applicable interstate or intrastate tariffs.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Determination of Intrastate Charges for Mixed Interstate and Intrastate Access Service

The Access Services to be charged as intrastate are determined in the following manner:

(A) Usage Sensitive Rate Elements(1) Jurisdiction Unknown

When jurisdiction cannot be determined from the call detail recorded by the Telephone Company, the access minutes for each Feature Group and Call Type will be multiplied by the appropriate customer reported PIU to determine the interstate minutes of use for each Feature Group and Call Type. For each Feature Group and Call Type, the interstate access minutes will be subtracted from the total access minutes to determine the intrastate access minutes.

When jurisdiction cannot be determined from the call detail recorded by the Telephone Company, the intrastate access minutes for each Feature Group and Call Type will be multiplied by the appropriate customer reported LUP to determine the intrastate intraLATA access minutes for each Feature Group and Call Type. For each Feature Group and Call Type, the intrastate intraLATA access minutes will be subtracted from the intrastate access minutes to determine intrastate interLATA access minutes.

(2) Jurisdiction Known

When jurisdiction can be determined from the call detail recorded by the Telephone Company, the interstate, intrastate intraLATA, and intrastate interLATA access minutes will be accumulated by Feature Group and Call Type.

(3) Total Access Minutes

For each Feature Group and Call Type, the actual access minutes specified in (2) above, will be added to the apportioned access minutes determined as provided in (1) above, to calculate the total interstate, intrastate intraLATA, and intrastate interLATA access minutes.

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By Sandra Dilorio Thorn, General Counsel
1095 Avenue of the Americas, New York, N.Y. 10036

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Determination of Intrastate Charges for Mixed Interstate and Intrastate Access Service (Cont'd)(B) Recurring and Nonrecurring Rate Elements

- (1) The customer reported "Originating" PIU for the appropriate Feature Group will be used to determine the apportionment of charges for originating lines or trunks.
- (2) The customer reported "Terminating" PIU for the appropriate Feature Group will be used to determine the apportionment of charges for terminating lines or trunks.
- (3) The average of the customer reported "Originating" PIU for the appropriate Feature Group and the customer reported "Terminating" PIU for the appropriate Feature Group will be used to determine the apportionment of charges for two way lines, trunks or ports, (i.e., "Originating" PIU plus "Terminating" PIU divided by two, equals average percent of interstate use for two way lines, trunks or ports).

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)
2.3 Obligations of the Customer (Cont'd)

2.3.12 Identification and Rating of VoIP-PSTN Traffic

(A) Scope

- (1) VoIP-PSTN Traffic is defined as traffic exchanged between a Verizon end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section 2.3.12 governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("Order"), as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012), and as codified in 47 C.F.R. § 51.319 ("Reconsideration Order"), and unless Verizon and the customer have agreed otherwise. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Orders. (C) 7 (C) J (C)
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Orders. (C)

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Verizon's applicable tariffed interstate switched access rates as specified in Tariff FCC 11. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this section 2.3.12 will be billed in accordance with the other rate provisions of this Tariff (absent an agreement between Verizon and the customer on a different compensation mechanism). 7 (C)

(C) Calculation and Application of Percent-VoIP-Usage Factor

Verizon will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, through the use of a Percent VoIP Usage ("PVU") factor, which in turn will be based on a PVU-C factor and a PVU-V factor. These factors will be derived and applied as set forth below. The PVU-V and PVU-C factors will be based on information such as the number of Verizon's or the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. J (C)

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (1) For the period from December 29, 2011 through July 12, 2012, and for the period on and after July 1, 2014: 7
- (a) The customer will calculate and furnish to Verizon a PVU-C factor representing the percentage of the total access MOU that the customer exchanges with Verizon in the State that (a) is sent to Verizon and that originated in IP format; or (b) is received from Verizon and terminated in IP format. A PVU-C factor for the period December 29, 2011 through July 12, 2012 must be submitted by April 15, 2012, in order to apply retroactively to December 29, 2011. A PVU-C factor for the period on and after July 1, 2014 will be submitted by June 1, 2014.
- (b) Verizon will, likewise, calculate PVU-V factors for the two periods representing the percentage of Verizon's total access MOU in the State that Verizon originates or terminates on its network in IP format, and will begin applying those PVU-V factors to the calculation of the PVU factor as of December 29, 2011 and July 1, 2014, respectively.
- (2) For the period from July 13, 2012 through June 30, 2014: (C)
- (a) The customer will calculate and furnish to Verizon, before July 1, 2012, a PVU-C factor representing the percentage of the total access MOU sent by the customer to Verizon in the State that the customer originates in IP format. If the customer submitted a PVU-C factor under section 2.3.12(C)(1)(a) and does not furnish a new factor under this section 2.3.12(C)(2)(a), Verizon will use that previously submitted factor as the PVU-C for purposes of this subsection (2)(a).
- (b) Verizon will, likewise, calculate a PVU-V factor for this period representing the percentage of Verizon's total terminating access MOU in the State that Verizon terminates on its network in IP format, and will begin applying that PVU-V factor to the calculation of the PVU factor as of July 13, 2012.
- (3) The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-V factor times (100% minus the PVU-C factor). J

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (4) For the period from December 29, 2011 through July 12, 2012 and for the period on and after July 1, 2014, Verizon will apply the PVU to the total intrastate access MOU exchanged with the customer to determine the number of such minutes that will be billed at the applicable interstate switched access rates. For the period from July 13, 2012 through June 30, 2014, Verizon will apply the PVU factor to the total terminating intrastate access MOU received from the customer, and the resulting number of minutes will be billed at terminating interstate access rates.

Example 1: For February 2013, the PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Verizon will bill 46% of the customer's terminating intrastate access MOU at its tariffed interstate terminating switched access rates.

Example 2: For September 2014, the PVU-V is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Verizon will bill 10% of the customer's intrastate access MOU at Verizon's tariffed interstate switched access rates (originating or terminating, as applicable).

Example 3: For a period after December 29, 2011 and prior to July 13, 2012, the PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Verizon will bill 100% of the customer's intrastate access MOU at Verizon's tariffed interstate switched access rates (originating or terminating, as applicable).

(D) Initial PVU Factor and PVU Factor Changes

- (1) If the PVU factor for the period from December 29, 2011 to July 12, 2012 is not available and/or cannot be implemented in Verizon's billing systems by December 29, 2012, once that factor is available and can be implemented Verizon will adjust the customer's bills to reflect that PVU retroactively to December 29, 2012. In calculating the initial PVU to be applied from December 29, 2011 to July 12, 2012, Verizon will take the customer-specified PVU-C into account retroactively to December 29, 2012, *provided that* the customer provides the factor to Verizon no later than April 15, 2012.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(D) Initial PVU Factor and PVU Factor Changes (Cont'd)

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(2) The customer may submit an updated factor quarterly using the methodology set forth in subsection (C)(1) or (C)(2), above, as applicable. If the customer chooses to submit such updates, it shall forward to Verizon, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Verizon will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(C)

(E) PVU Factor Verification

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Not more than twice in any year, Verizon may ask the customer to verify the PVU-C factor furnished to Verizon and customer may ask Verizon to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payments of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interest, require only a customer which has a proven history of late payments to the Telephone Company *or* does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B)(3)(b)(i) or in (B)(3)(b)(ii), whichever is lower. The interest rate will be applied for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established, discontinued or performed during the preceding billing period. In addition, the Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

At the option of the customer, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period in monthly installments subject to the following:

- All nonrecurring charges associated with a given Access Order must be billed in monthly installments.
- The total of the nonrecurring charges associated with a given Access Order must be \$500.00 or more.
- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus a Service Charge will be billed in each of the following two monthly billing periods.
- The Service Charge is a fraction of the total remaining nonrecurring charges. The Service Charge is calculated as follows:

$$\text{Service Charge} = \frac{30}{\text{set forth in (B)(3)(b)(ii) following}} \times \text{decimal value} \times \frac{\text{Total Remaining Nonrecurring Charges}}{\text{Total Remaining Nonrecurring Charges}}$$

- The customer must request installment billing on or before the Application Date as set forth in 5.2.3(B)(4)(b) following for a Standard or Negotiated Interval Access Order.
- The customer may elect to pay the unbilled charges before the expiration of the installment plan.
- More than one installment plan may be in effect for the same customer at the same time.
- If the customer disconnects service before the expiration of the plan period, all unbilled charges plus a Service Charge, if applicable, will be included in the final bill rendered.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For Pre-subscription Service, the Telephone Company will establish a bill day for each end user account. Any applicable Pre-subscription Charges will be applied to this bill. Such bills are due when rendered.
- (2) For service other than Pre-subscription Service, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3)

- (a) All bills dated as set forth in (2) preceding for service, other than Pre-subscription Service, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:
- If such payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
 - If such payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or

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(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
 - (ii) 0.0005 per day, simple interest, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.
- (c) In the event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.
- The first day of the dispute shall be the date on which the customer furnishes the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

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(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
- If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (b) preceding. Further, the customer will not receive a disputed amount penalty credit and/or a late payment penalty credit.
- If a customer disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.
- If a customer disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the customer's favor as set forth in (b) preceding will be credited.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- If a customer disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the undisputed and disputed amount), and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the customer's favor as set forth in (b) preceding will be credited.
- If a customer disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period. Starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The customer will not receive a credit for the late payment penalty applied to the disputed amount resolved in the customer's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the customer will receive a credit for a late payment penalty applied to the disputed amount resolved in the customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in (b) preceding.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- If a customer disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the undisputed amount and disputed amount) and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. The customer will receive a credit for the late payment penalty applied to the disputed amount resolved in the customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in (b) preceding.

The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be the lesser of:

- (i) The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved, or
- (ii) 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payments of Rates, Charges and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of an customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 30.13.8 following.

1

(D)

J

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is three months except for those services set forth in 9.4(A) and 30.13.7(A)(2), (3) and (4) following.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in 12. following is three months unless a different minimum period is established with the individual case.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus all applicable nonrecurring charges.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an access order for Switched Access Service are set forth in 5.2.2(B) and 5.2.3 following.

2.4.4 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6. following. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For Switched Access Entrance Facilities and Direct Trunked Transport facilities, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof, i.e., over 15 minutes, that the interruption continues for all services except as specified in 2.4.4(B)(7) following.

The monthly charges used to determine the credit shall be as follows.

- (a) For Switched Access Service Entrance Facilities and Direct Trunked Transport Facilities, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative, (e.g., if the Entrance Facility is inoperative, the customer will be credited at the appropriate monthly rate for the Entrance Facility and Direct Trunked Transport provided over the inoperative Entrance Facility).
- (2) For Switched Access Service and Directory Assistance Service, other than Entrance Facilities and Direct Trunked Transport, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of (a) any applicable monthly rates and (b) the assumed minutes of use charge, when applicable for the service involved, for each period of 24 hours or major fraction thereof that the interruption continues.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowances (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the assumed minutes of use charge, if applicable for the service interrupted in any one monthly billing period.
- (4) Service interruptions for Specialized Service or Arrangements provided under the provisions of 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are determined with the individual case.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has release that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of the service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in 4. following. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.

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- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods of temporary discontinuance as set forth in 2.2.1(B) preceding.
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of Interruption as set forth in 13.3.1 following.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.6 Title or Ownership Rights

- (A) The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

The provision of meet point billing is applicable to the Local Transport Termination and Facility, Transport Multiplexing, Host/Remote Transport Termination and Facility (if applicable) and Switched Access Channel Mileage recurring charges only. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in (B) following.

The Telephone Company accepts and will adhere to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing Guidelines (MECAB) and Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). The guidelines apply only to the Access Services as set forth in (B) following.

The Telephone Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows:

- (A) When Feature Group A Switched Access Service is ordered by a customer where one end of the Local Transport element is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the first point of switching is located will accept the order. In addition, the Exchange Telephone Company in

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(A) (Cont'd)

whose operating territory the customer point of termination is located must also receive a copy of the order from the customer. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service tariff.

(B) When Feature Group B, C and/or D Switched Access Service and/or Directory Assistance Service is ordered by a customer where one end of the Transport element is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the order shall be received as follows:

- (1) For Feature Group C Switched Access Service and/or Directory Assistance Service, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer.
- (2) For Feature Group B and/or D Switched Access Service ordered to an end office, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer.
- (3) For Feature Group B and/or D Switched Access Service ordered to an access tandem the Exchange Telephone Company in whose operating territory the access tandem is located must receive the order from the customer.
- (4) For the service ordered as set forth in (1), (2) and (3) preceding, the Exchange Telephone Company in whose territory the customer point of termination is located must also receive a copy of the order from the customer. In addition, for service ordered as set forth in (3) preceding, when required by the Access Service tariff of the Exchange Telephone Company in whose operating territory the end office is located, the customer must also supply a copy of the order to that Exchange Telephone Company.

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(B) (Cont'd)

Each Exchange Telephone Company will provide the portion of Local Transport in its operating territory to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rates for the Local Transport elements will be determined as set forth in (D) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- (C) When a Switched Access Service involving a Hub is ordered by a customer where one end of the Channel Mileage element is in an Exchange Telephone Company operating territory and the Hub is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the Hub is located must receive the order from the customer. In addition, the Exchange Telephone Companies in whose operating territory a customer premises is located must receive copies of the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (D) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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- (D) The rates for the Switched Access Local Transport Facility applicable Host/Remote Transport Facility and Channel Mileage rate elements for services provided as set forth in (B) and (C) preceding are determined as follows:
- (1) Determine the appropriate Switched Access Local Transport Channel Mileage or Local Transport Facility by computing the airline mileage between the two ends of the Local Transport Channel Mileage, Local Transport Facility or Host/Remote Transport Facility elements. Determine the airline mileage for the Local Transport Channel Mileage, Local Transport Facility Charge or Host/Remote Transport Facility Charge using the V&H method as set forth in 6.7.12 following.
 - (2) For Feature Groups B, C and D Switched Access Service with Tandem Switched Transport, the transport charges are determined by using the steps set forth in (a) through (e) following.
 - (a) Multiply:
The number of access minutes
by
the number of airlines miles as
determined in (1) preceding
by
The Telephone Company's appropriate
Local Transport Facility per mile per
access minute rate
by

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(D) (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

The Telephone Company's billing percentage factor.

(b) Divide:
The product of (a) by 100.
The resulting amount is the Telephone Company's total Local Transport Facility Charge.

(c) Multiply:
The number of access minutes
by
the Telephone Company's appropriate Local Transport Termination per minute rate.

(d) Divide:
The product of (c) by two (2).
The resulting amount is the Telephone Company's total Local Transport Termination charge.

(e) Multiply:
The number of access minutes
by
the Telephone Company's appropriate Transport Multiplexing per minute rate.

(f) Divide:
The product of (e) by two (2).
The resulting answer is the total Transport Multiplexing charge.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(D) (Cont'd)

(2) (Cont'd)

(g) Add:

The products of (b), (d) and (f) for the total Local Transport charges subject to meet point billing regulations*.

(3) For Feature Groups B, C and D Switched Access Service with Direct Trunked Transport, determine the rate (utilizing both the fixed and per mile Local Transport Channel Mileage rate elements) for the airline mileage determined in (1) preceding. Multiply such rate by the Telephone Company's billing percentage factor and divide by 100 to obtain the Local Transport Channel Mileage element charges.

- Additional Local Transport rates and charges may apply as set forth in Section 6. following which are not subject to meet point billing regulations.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

- (E) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Telephone Company for the service between the two involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
- (F) If any changes are made in meet point billing arrangements as set forth in (B) through (C) preceding, the Telephone Company will give affected customers 30 days' notice.
- (G) If the Telephone Company acts as an intermediate, non-terminating local exchange carrier, Tandem Switched Transport Termination and Direct Trunked Transport Channel Mileage fixed rates in (D) preceding, will not be applied to the meet point billing arrangement.

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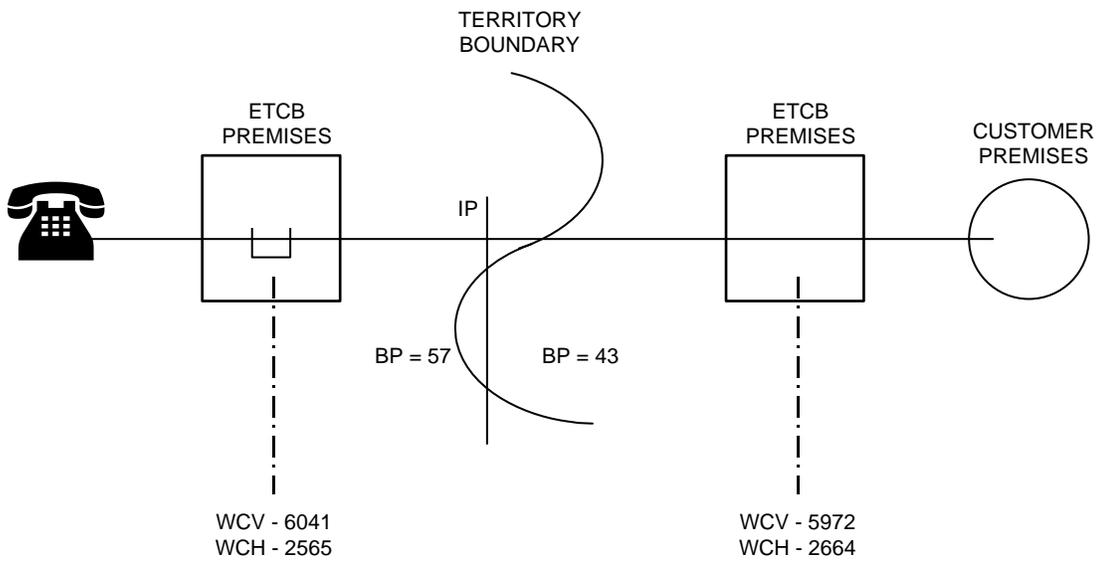
2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(H) Example - Switched Access

(1) Layout

- (a) Feature Group C Switched Access is ordered to End Office A.
- (b) End Office A is in operating territory of Exchange Telephone Company A.
- (c) Premises of ordering customer is in operating territory of Exchange Telephone Company B.



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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(H) Example - Switched Access (Cont'd)

(2) Airline Mileages (Using NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.)

- ETCA premises to ETCB premises = 22.1, rounded=23

(3) Local Transport Facility charges for 9000 access minutes

- Assume ETCA rate for Local Transport Facility per mile per access minute is \$0.000528.

- Assume ETCA Billing Percentage (BP) is 57.

- Assume ETCB rate for Local Transport per access minute is \$0.000536.

- Assume ETCB Billing Percentage (BP) is 43.

- Formula:

$$\text{ETCA Local Transport Facility Charge} = \frac{\text{Access Min.} \times 23 \times \text{ETCA Local Transport Facility Rate} \times \text{ETCA BP}}{100}$$

- Calculation of Local Transport Facility Charge

$$\text{ETCA Local Transport Facility Charge} = 9000 \times 23 \times \$0.000528 \times \frac{57}{100} = \$62.30$$

$$\text{ETCB Local Transport Facility Charge} = 9000 \times 23 \times \$0.000536 \times \frac{43}{100} = \$47.71$$

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(H) Example - Switched Access (Cont'd)

(4) Local Transport Facility charges for 9000 access minutes

- Assume ETCA rate for Local Transport Termination is \$0.0097 per access minute
- Assume ETCB rate for Local Transport Termination is \$0.0131 per access minute.
- Formula:

$$\text{ETCA Local Transport Termination Charge} = \frac{\text{Access Min.} \times \text{ETCA Rate}}{2}$$

- Calculation of Local Transport Termination Charge

$$\text{ETCA Local Transport Termination Charge} = 9000 \times \frac{\$0.0097}{2} = \$43.65$$

$$\text{ETCB Local Transport Termination Charge} = 9000 \times \frac{\$0.0131}{2} = \$58.95$$

(5) Transport Multiplexing Charge for 9000 access minutes

- Assume ETCA rate for Transport Multiplexing is \$0.00020 per access minute.
- Assume ETCB rate for Transport Multiplexing is \$0.00028 per access minute.
- Formula:

$$\text{ETCA Transport Multiplexing Charge} = \frac{\text{Access Minutes} \times \text{ETCA Rate}}{2}$$

- Calculation of Transport Multiplexing Charge

$$\text{ETCA Transport Multiplexing Charge} = 9000 \times \frac{\$0.00020}{2} = \$0.90$$

$$\text{ETCB Transport Multiplexing Charge} = 9000 \times \frac{\$0.00028}{2} = \$1.26$$

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(H) Example - Switched Access (Cont'd)

(6) ETCA add \$62.30 Local Transport Facility Charge, \$43.65 Local Transport Termination Charge and \$0.90 Transport Multiplexing Charge for ETCA Local Transport Charge* = \$106.85

ETCB add \$47.71 Local Transport Facility Charge, \$58.95 Local Transport Termination Charge and \$1.26 Transport Multiplexing Charge for ETCB Local Transport Charge* = \$107.92

This establishes the Local Transport Charge.

* Additional Local Transport rates and charges may apply as set forth in Section 6. following which are not subject to meet point billing regulations.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Ordering, Rating and Billing of Access Services When Radio Telephone Utility (RTU) Carrier Service is Involved

When Switched Access Service involves intrastate traffic which originates or terminates at RTU Services, where the local transport is provided by the Telephone Company and the end user connection is provided by an RTU Carrier, the Telephone Company will provide its portion of the Switched Access Service in accordance with Section 6. following.

1
(D)
J

2.5 Connections

2.5.1 General

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 Issue II Access Service, its associated Addendum, and 2.1 preceding.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code that has the form 101XXXX or 950-XXXX and is assigned by the Telephone Company to an individual customer.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Actual Cost

The term "Actual Cost" denotes all costs charged against a specific case of special construction, including any appropriate taxes.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 DefinitionsAnnual Underutilization Liability

The term "Annual Underutilization Liability" denotes a per unit amount which may be billed annually if fewer services are in use utilizing specially constructed facilities at filed tariff rates than were originally specially constructed.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Attempt

The term "Attempt" denotes the point at which delivery of an end user communication to a customer Point of Termination results in the measurement of access minutes as set forth in Section 6.7.8 following.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bearer Capability

The term "Bearer Capability" denotes information generated by originating ISDN devices for communicating with switches and other ISDN devices. This information allows for the determination of the type of call and the appropriate routing. Bearer capability information is carried in the User Service Information (USI) parameter of the SS7 Initial Address Message.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for the Telephone Company, or a Telephone Company location, the Telephone Company should be contacted at the address shown below.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize

The term "Channelize" denotes the process of multiplexing- demultiplexing voice channels using analog or digital techniques.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

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2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Collocated Interconnection

The term "Collocated Interconnection" denotes a connection at the Telephone Company serving wire center between certain Telephone Company provided Switched Access Services and Interconnector-provided optical or microwave facilities and equipment located in the serving wire center.

Common Channel Signaling Access

The Term "Common Channel Signaling Access" denotes the capability which allows customers access to the SS7 signaling network.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Common Line

The term "Common Line" denotes a line, trunk or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Common Transport

The term "Common Transport" denotes the use of channels and equipment for transport by multiple customers.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer (s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and end users.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters,

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Dedicated Transport

The term "Dedicated Transport" denotes the use of channels and equipment for transport by a single customer.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an IC or End User are due on a bill prepared by the Telephone Company.

Direct Trunked Transport

The term "Direct Trunked Transport" denotes transport of Switched Access Service, over facilities dedicated to the use of a customer, either between the serving wire center and the end office, or between the serving wire center and the access tandem or between two customer designated Telephone Company offices.

Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer premises by sending the appropriate signals, e.g., offhook, 411, 555-1212 or NPA + 555-1212.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Directory Assistance Location (Intrastate)

The term "Directory Assistance Location" denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a customer's premises and selects the first operator position to respond to the Directory Assistance call.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)800 Data Base Access Query

The term "800 Data Base Access Query" denotes a database lookup which returns a valid customer identification code.

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a service which uses a database system to identify 800 access customers on a 10-digit basis. For purposes of administering the rules and regulations set forth in this tariff regarding the provision of 800 Data Base Access, except where otherwise specified, the term 800 Data Base Access Service shall include the following NPAs: 800, 888, 877, 866, 833, 855, 844 and 822 as they become available to the industry.

800 Service Provider

The term "800 Service Provider" denotes a telecommunications company, including Exchange Carriers and Interexchange Carriers, or a reseller of exchange or interexchange services that offers 800 Service to end users.

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Entrance Facility

The term "Entrance Facility" denotes transport from the customer designated premises to the serving wire center of the customer premises or to an alternate wire center negotiated with the Telephone Company.

Entry Switch

See First Point of Switching

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)]

Estimated Cost

The term "Estimated Cost" denotes all estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

Expected Measured loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Exchange

The term "Exchange" denotes a unit, generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Exit Message

The term "Exit Message" denotes a SS7 message sent to an end office by the Telephone Company's tandem switch to mark the Carrier Connect Time when the Telephone Company's tandem switch sends an Initial Address Message to an Interexchange customer.

Facilities

The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First Come - First Served

The term "First Come - First Served" denotes a procedure followed where the first service order received will be the first service order processed. An order is considered to be received when the Telephone Company has complete and accurate information, as required for the services ordered under other sections of this tariff, to accept and process the order.

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S.coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes a SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Initial Liability Period

The term "Initial Liability Period" denotes the initial planning period during which the customer expects to place specially constructed facilities in service.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Integrated Services Digital Network (ISDN)

The term "Integrated Services Digital Network (ISDN)" denotes a network which uses digital technology to support-integrated voice and data services through standard interfaces.

Interconnector

The term "Interconnector" denotes any individual, partnership, association, joint-stock company, trust, corporation or other entity who provides fiber optic facilities or microwave facilities for connection of its transmission equipment, collocated in/on Telephone Company Serving Wire Center(s), to certain Verizon New York Inc. Switched Access Services.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Intermediate Hub

The term "Intermediate Hub" denotes a wire center, that provides multiplexing, which can serve itself and one or more wire centers within the LATA. In an Intermediate Hub (wire center), a DS3 or DS2 facility can be multiplexed and the individual Switched Access channels terminated at customer designated end office or access tandem switches within the local serving area of that wire center. The individual Special Access channels are terminated at customer designated premises located within the local serving area of that wire center. Individual Special Access channels can be extended through any designated wire center(s) subtending the Intermediate Hub within the LATA to terminate at customer designated premises located within the local serving area of each wire center.

Installed Cost

The term "Installed Cost" denotes the total investment (estimated or actual) required by the Telephone Company to provide specially constructed facilities.

Interexchange Carrier (IC) or Intrexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation, engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

IntraLATA Presubscription Primary Interexchange Carrier (ILP PIC)

The term "IntraLATA Presubscription Primary Interexchange Carrier" (ILP PIC) denotes the carrier selected by an Exchange Service customer as the presubscribed carrier of that customer's intraLATA Region to Region calls (downstate) and intraLATA Toll calls (upstate).

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

Line

The term "Line" denotes a single electrical path between a Telephone Company wire center and a point at the customer's premises. The electrical path of a line has a transmission capability in the frequency range of 300 to 3000 Hz.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. For purposes of administering regulations and rates contained in this tariff, the term "Local Access and Transport Area" also denotes the Rochester Market Area.

Local Calling Area

The term "Local Calling Area" denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring MTS charges.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a telephone company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of a separate telephone number and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess in 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

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2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Maximum Termination Liability

The term "Maximum Termination Liability" denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability Period.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Message

The term "Message" denotes a "call" as defined preceding.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

Modification of Final Judgement (MFJ)

The term "Modification of Final Judgement" (MFJ) denotes the consent decree approved by the U.S. District Court in United States v. Western Electric and AT&T, 552 F. Supp. 171 (D.D.C., 1982), and as subsequently modified.

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has no foreseeable use should the service be terminated.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

Normal Construction

The term "Normal Construction" denotes all facilities the Telephone Company would normally use to provide service in the absence of a requirement for special construction.

Normal Cost

The term "Normal Cost" denotes the estimated cost to provide services using normal construction.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

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2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Originating Direction

The term "Originating Direction" denotes the use of Switched Access Service for the origination of calls from a end user premises to a customer premises.

Payphone Service Provider

The term "Payphone Service Provider" denotes an End User who subscribes to Public Telephone Service under the Telephone Company's general and/or local exchange service tariffs.

Permanent Facilities

The term "Permanent Facilities" denotes facilities providing service for one month or more.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation at which the Telephone Company's responsibility for the provision of Access Service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and customer-provided facilities as defined in Section 68.3 of the Federal Communications Commission's Rules and Regulations.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Public Telephone Service

The term "Public Telephone Service" denotes a Public Access Smart-pay Line or Public Access Line which is provided under the Telephone Company's general and/or local exchange service tariffs.

Radio Common Carriers (RCCs)

The term "Radio Common Carriers (RCCs)" denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

Radio Telephone Utilities (RTU)

The term "Radio Telephone Utilities (RTU)" denotes carriers (RCCs and Cellular Carriers) which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations for use of spectrum.

Radio Telephone Utilities (RTU) Interconnection

The term "Radio Telephone Utilities (RTU) Interconnection" denotes the arrangement by which the RTU interconnects with the Telephone Company. RTU Interconnections are provided from a Telephone Company End Office to an RTU Carrier or from a Telephone Company Access Tandem directly to an RTU Carrier. When service is provided from the Access Tandem, the Telephone Company does not provide end office local switching functions.

Recoverable Cost

The term "Recoverable Cost" denotes the cost of the specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere, should the service be terminated.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Reseller

The term "Reseller" denotes a customer which purchases telecommunications services from the Telephone Company for resale as telecommunications services to its own customers. Resellers must possess a Certificate of Public Convenience and Necessity from the New York State Public Service Commission, or must be designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Service Control Point

The term "Service Control Point" denotes the SS7 node where Telephone Company databases (e.g. LIDB) reside.

Service Switching Point

The term "Service Switching Point" denotes a signaling point that has the capability of initiating database queries.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the orresponding C-Notched Noise.

Signaling Point

The term "Signaling Point" denotes a switch that is capable of supporting SS7 signaling.

Signaling Point of Interconnection

The term "Signaling Point of Interconnection" denotes the customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the customer.

Signaling System 7 (SS7) Network

The term "Signaling System (SS7) Network" denotes a digital data network carrying signaling information which interfaces with the Telephone Company voice/data network for services using the American National Standards Institute (ANSI) Common Channel Signaling 7 (CCS7) signaling protocol.

Signaling Transfer Point

The term "Signaling Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service or an order for a Directory Assistance Service.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Super-Intermediate Hub

The term "Super-Intermediate Hub" denotes a wire center that serves itself and/or subtending wire centers in an entire LATA or within one or more specific NPA(s) in a LATA for the provision of multiplexing (DS3 to DS1 or DS1 to Voice). In this Super-Intermediate Hub (wire center) a DS3 or DS1 facility can be multiplexed and the individual channels terminated at customer designated end office or access tandem switches, or at customer designated premises located within the local serving area of this Super-Intermediate Hub. The individual channels can be extended through its subtending wire center(s) to terminate at customer designated premises located within the local serving area of each subtending wire center.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Super-Intermediate Hub (Cont'd)

In Verizon New York.

The LATAs within which one or more DS1 to Voice Super-Intermediate Hub(s) have been established, the area and NPA(s) or portion of an NPA served by each Hub are as follows:

<u>LATA/Hub(s)</u>	<u>Area Served</u>	<u>NPA (s)</u>
Albany	Entire LATA	518
Binghamton	"	607
Buffalo	"	716
New York METRO	NPAs	203*, 914
New York METRO	"	212, 718,
New York METRO	NPA	516
Poughkeepsie	Entire LATA	914
Syracuse	"	315, 607

A DS3 to DS1 Super-Intermediate Hub serves the entire LATA in which it has been established.

* NPA 203 includes only those Connecticut locations within the operating territory of the Telephone Company in the State of Connecticut.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Super-Intermediate Hub (Cont'd)

In Verizon New York Inc.

The LATAs within which one or more DS3 to DS1 Super-Intermediate Hub(s) have been established, the area and NPA(s) served by each Hub are as follows:

<u>LATA/Hub(s)</u>	<u>Area Served</u>	<u>NPA (s)</u>
Albany	Entire LATA	518
Binghamton	"	607
Buffalo	"	716
New York METRO	"	203*, 914
	"	212, 718,
	"	516
Poughkeepsie	"	914
Syracuse	"	315, 607

Switching Point Code

The term "Switching Point Code" denotes a nine character, numeric code that identifies a switch that is supported by SS7 signaling.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem Signaling

The term "Tandem Signaling" denotes all the signaling and data elements necessary for identifying by FGD Switched Access customer, each access call in the routing of multi-FGD traffic via Common Transport to an access tandem.

* NPA 203 includes only those Connecticut locations within the operating territory of the Telephone Company in the State of Connecticut.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport of Switched Access Service to an end office that includes switching at a Telephone Company tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Switched Access Service for the completion of calls from a customer premises to an end user premises.

Termination Charge

The term "Termination Charge" denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

Terminus Hub

The term "Terminus Hub" denotes a wire center in which a DS3 or DS1 facility can be multiplexed to individual channels. A Terminus Hub serves only customers in the wire center in which the multiplexing is performed.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities used in the telecommunications industry.

Trunk

The term "Trunk" denotes a transmission path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Circuit Identification Code (TCIC)

The term "Trunk Circuit Identification Code" denotes the number assigned to each switched trunk to identify it to the SS7 signaling system.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

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2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

Uniform Service Order Code

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

User Service Information (USI) Parameter

The term "User Service Information (USI) Parameter" denotes a mandatory SS7 parameter which carries bearer capability information. It is contained in the SS7 Initial Address Message and is used for call routing. The USI Parameter specifies the transmission requirements of a call.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

WATS Access Line

The term "WATS Access Line" denotes a channel for voice frequency transmission capability. The line provides a connection between an end user premises (which for purposes of this tariff includes Centrex CO switches) and a Telephone Company switching office capable of performing the necessary screening functions for 800 Service, WATS or similar services. WATS Access Lines are provided under the regulations, rates and charges specified in PSC No. 12--COMMUNICATIONS.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices or Access Tandems are located.

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2. GENERAL REGULATIONS (Cont'd)2.7 Surcharge for State Excise Tax on Telecommunications Services and Gross Earnings Tax

A surcharge to recover the State Excise Tax on Telecommunications Services and Gross Earnings Tax (Gross Revenue Tax), applies to all rates and charges for services in this tariff except the services shown below. The tax surcharge does not apply to:

<u>Services</u>	<u>Paragraph</u>
Presubscription Charge	30.13.5
Provision of Access Service Billing Information	30.13.8

The surcharge applies on a bill period basis.

The applicable Gross Revenue Tax Surcharge rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, and as directed by the Commission. Customers will be notified of such changes on the first bill following the rate change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission. The statement is bound with this schedule following all pages and supplements that are a part of this schedule.

2.7.1 Types of Gross Revenue Tax Surcharges

There are two Gross Revenue Tax surcharges. One surcharge is applied to telecommunications services purchased for resale by a reseller as defined in Section 2.6 preceding. The second surcharge will apply to all other services.

2.8 Metropolitan Commuter Transportation District Tax Surcharge

In the counties listed following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to all rates and charges for services in this tariff except the services shown below. The Metropolitan Commuter Transportation District Tax Surcharge does not apply to:

<u>Services</u>	<u>Paragraph</u>
Presubscription Charge	30.13.5
Provision of Access Service Billing Information	30.13.8

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2. GENERAL REGULATIONS (Cont'd)2.8 Metropolitan Commuter Transportation District Tax Surcharge (Cont'd)

The surcharge is applicable to service furnished in the following counties:

New York City Counties	Dutchess County
Bronx County	Nassau County
Kings County	Orange County
New York County	Putnam County
Queens County	Rockland County
Richmond County	Suffolk County
	Westchester County

The applicable MTA Tax rate is shown on a statement which is attached to this tariff. Any changes to this rate will be filed on 15 days' notice to the Commission, and as directed by the Commission. Customers will be notified of such changes on the first bill following the rate change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed by the Commission.

The statement is bound with this schedule following all pages and supplements that are a part of this schedule.

2.8.1 Types of MTA Tax Surcharges

There are two MTA Tax surcharges. One surcharge is applied to telecommunications services purchased for resale by a reseller as defined in Section 2.6 preceding. The second surcharge will apply to all other services.