

**COMMON CARRIER SERVICES**

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NEW YORK TELECOMMUNICATIONS TARIFF

of

BCM One, Inc.

521 5<sup>th</sup> Ave. 14<sup>th</sup> Floor, New York, New York 10175

COMMON CARRIER SERVICE

PSC Tariff No. 1 of BCM One, Inc.  
replaces, in its entirety,  
PSC Tariff No. 2 of McGraw Telecommunications, Inc.

Title Page

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services by BCM One, Inc. (BCM) within the State of New York. This tariff is on file with the New York Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

**COMMON CARRIER SERVICES**

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Check Sheet

The pages of this tariff shown below are effective as of the dates shown, except as otherwise noted. Revised or new original pages which contain any changes from the original tariff in effect as of the date hereof are shown below:

Number of Section	Page Number	Number of Revision
Section 1	1-8	Original
Section 2	1-21	Original
Section 3	1-20	Original
Section 4	1-8	Original
Section 5	1-12	Original
Section 6	1-50	Original
Section 7	1-35	Original
Section 8	1	Original

COMMON CARRIER SERVICES

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Table of Contents

	Section	Page
Title Page	1	1
Check Sheet	1	2
Table of Contents	1	3
Concurring, Connecting, and Other Participating Carriers	1	4
Explanation of Symbols	1	5
Definitions	1	6
General Regulations	2	1-21
Service Descriptions	3	1-20
Rate Regulations	4	1-8
Rates for Residential Services	5	1-12
Rates for Business Services	6	1-50
Special Services and Programs	7	1-35
Rates for Individual Case Basis Arrangements and Special Construction	8	1

COMMON CARRIER SERVICES

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Concurring, Connecting, and Participating Carriers

- 1        Concurring Carriers  
          None
- 2        Connecting Carriers  
          None
- 3        Other Participating Carriers  
          None

**COMMON CARRIER SERVICES**

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Explanation of Symbols, Reference Marks, and Abbreviations of  
Technical Terms Used in this Tariff

The following symbols and notations are used in this tariff for the purposes indicated below:

R to signify reduction

I to signify increase

Underlined text to signify the subject matter of sections and subsections of the tariff

Bold text to signify changed regulations or wording

Underlined and bold text to signify a new rate or regulation

Insertion of [] in text to signify discontinued rate or regulation

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COMMON CARRIER SERVICES

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Definitions

1 Definitions

Certain terms used throughout this tariff are defined below.

**Add/Drop Multiplexing:** A multiplexing function that allows lower level signals to be added or dropped from an Optical Carrier (OC) channel.

**Advance Payment:** Part or all of a payment required before the start of service.

**Authorized User:** A person, firm or corporation authorized by the Customer or joint user to be connected to the service of the Customer or joint user,

**Bit:** The smallest unit of information in the binary system of notation.

**Company:** BCM and any of its concurring, connecting, or other participating carriers joining in this tariff.

**Customer:** The person, firm or corporation which orders service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. "Customer" includes joint and authorized users.

**Dedicated Access:** An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**800 Data Base Access Service:** The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service using an 8XX Service Access Code (i.e., 800, 822, 833, 844, 955, 866, 877, 888 as available) and is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

**8XX Service Provider:** The term "8XX Service Provider" denotes a telecommunications company including Exchange and Interexchange Carriers, that offer 8XX Service to subscribers.

**End Office:** The term "end office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated in order to connect them to each other and/or to trunks.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communication signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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**COMMON CARRIER SERVICES**

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**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

**Interexchange Carrier (IXC):** A long distance company providing service between LATAs.

**Joint User:** A person, firm or corporation designated by the Customer as a user of an BCM Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**LATA:** LATA (Local Access Transport Area) defines the boundary within which most LECs can provide end-to-end service under the Modified Final Judgment under which AT&T divested itself of ownership of most LECs.

**LEC:** LEC (local exchange company) refers to the dominant, monopoly local exchange carrier in an area also served by the Company, e.g., NYTel.

**Mbps:** Megabits per second, denotes millions of bits per second.

**NYTel:** New York Telephone Company and/or Bell Atlantic and/or Verizon New York Inc., as called for by the context.

**Node:** Any BCM or Customer location that is capable of performing Add/Drop Multiplexing.

**OC-n:** Optical Carrier-n. A SONET optical signal transmitted at rates of  $n \times 51.840$  Mbps. OC-3 = 155.52 Mbps, OC-12 = 622 Mbps.

**Port:** A facility, equipment system or subsystem set aside for the sole use of a specific Customer.

**Premises:** The space occupied by a User in a building or buildings or contiguous property (except railroad rights of way, etc.) not separated by a public street.

**Services:** The services provided by BCM (the Company) under this tariff.

**Shared:** A facility, equipment system or subsystem which can be used simultaneously by several Customers.

**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 Company STP, where SS7 signaling information is exchanged between BCM and the Customer.

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**COMMON CARRIER SERVICES**

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

**Synchronous Optical Network (SONET):** A set of International standards for fiber-based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

**BCM Communications Service:** The term "BCM Communications Service" means any service offered herein.

**Type I Circuit:** Any circuit, including all electronics, that is carried entirely on the BCM network.

**Type II Circuit:** Any circuit that is carried partially on the BCM network and partially on the network of another carrier or carriers.

**User:** An Authorized User, Customer or Joint User at whose Premises the Company furnishes common carrier services under this tariff.



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COMMON CARRIER SERVICES

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General Regulations

2 General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

BCM Communications Service consists of the furnishing of common carrier communications services under this tariff. Communications Service provided under this tariff is subject to the General Regulations stated in this Section.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities, including facilities the Company may obtain from other carriers, deemed necessary (in the sole discretion of the Company) to furnish service.

The Company reserves the right to limit or allocate the use of existing facilities, or additional facilities, when necessary due to a lack of facilities, or any other cause beyond the Company's control.

2.1.3 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of its services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the allowances for interruption set forth in Section 2.6. Allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company shall not be liable for any special, consequential, exemplary or punitive damages a Customer, authorized user, User or any third party may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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**COMMON CARRIER SERVICES**

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2.1.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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COMMON CARRIER SERVICES

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2.1.3 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with BCM Communications Service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4 Claims

The Company shall be indemnified and held harmless by the Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the services under this tariff involving:

- (1) Claims of third parties, including patrons or Customers of the Customer, authorized user, or User, arising out of, resulting from, or related to use of the Services;
- (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services;
- (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Agreement in connection or in combination with facilities or equipment not furnished by the Company; and
- (4) All other Claims arising out of any act or omission of the Customer, authorized user, or User, or Customers or patrons of the Customer, authorized user, or User, in connection with the Services made available to the Customer under this tariff.

The Customer agrees to defend the Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.

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COMMON CARRIER SERVICES

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2.1.5 Installation, Testing, Maintenance and Adjusting

Installation of Company facilities will be charged on a time and materials basis at rates listed in Sections 5 and/or 6 as the case may be.

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in Sections 5 and/or 6. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer the rates set forth in Sections 5 and/or 6 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Labor Charges as listed in Sections 5 and/or 6 for the period of time from (1) when the Company personnel are dispatched to the Customer's premises to (2) when the work is completed. No charge will be imposed if the trouble is actually in the Company facilities, even though not discovered at that time by Company personnel.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by the Company, the Labor Charge listed in Sections 5 and/or 6 will apply.

2.1.6 Non-Routine Installation

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

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COMMON CARRIER SERVICES

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2.1.7 Ownership of Facilities

Title to all facilities provided under this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the facilities and associated equipment provided by the Company hereunder.

2.1.8 Rights-of-Way

Where economically feasible, the Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide BCM Communications Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location shall be borne entirely by the Company.

Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer.

The Customer's use of any rights-of-way (1) shall be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, terms affecting the duration and condemnation of such rights-of-way, and (2) shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it will assist the Company in the procurement and maintenance of such right(s)-of-way.

2.1.9 Services Provided by Other Carriers

The Company shall have no responsibility with respect to billings, charges or disputes relating to services used by the Customer which are not included in the services provided under this tariff including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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COMMON CARRIER SERVICES

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2.1.10 Governmental Authorizations

The provision of BCM Communications Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its services into conformity with any rules, regulations, orders, decisions, or directives imposed by the Public Service Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.11 Assignment

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

2.2 Prohibited Uses

The Company's services shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if the transmission is causing interference to others.

The Customer may not use the service in a manner which interferes with or impairs service over any of the Company's facilities and associated equipment, or impairs the privacy of communications over such facilities and equipment.

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COMMON CARRIER SERVICES

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The Customer shall not use the service as part of a terrestrial network that provides direct cable connections to any residences in New York City or that provides entertainment-related services over direct cable connections to any residences, hotels, motels, bars, restaurants, theaters or clubs in New York City.

Customer use of any resold service obtained from other service providers shall be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this tariff.

The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user, or the non-compliance by the Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining pursuant to Section 2.1.8 above so that the Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by the Company. Access to such sites shall be made available at a time mutually agreeable to the Customer and the Company. The Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. The Company shall also have the right to obtain access to cable installed in Customer-provided conduit at any splice or junction box. No allowance for interruption under Section 2.6 will be made for the period during which service is interrupted for such purposes.

The Customer shall make available to the Company such space, power, environmental conditioning and other resources at the Customer's premises as the Company shall request for the provision of service under this tariff.

**COMMON CARRIER SERVICES**

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The Customer shall provide a safe place to work which complies with all laws and regulations regarding working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 2.1.8 above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing its facilities and equipment.

The Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by the Company, at each Customer termination point, without charge or cost to the Company. The Customer agrees to take good care of premises equipment and building wiring provided by the Company as part of the Services. The Customer agrees to return such equipment and wiring to the Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. The Customer shall bear the risk of any loss or damage to the Company's equipment or wiring located on the Customer's premises, except where such loss or damage is caused by the Company. The Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with applicable laws, rules and regulations and with all applicable lease or other contractual agreements. The Company shall install such wiring and equipment in accordance with reasonable directions from the Customer, as is necessary to comply with lease or other contractual obligations to which the Customer is a party.

The Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit the Customer to comply with its obligations hereunder.

2.3.2 Interstate Usage Allocations

For Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected Percent Interstate Usage (PIU) factor as follows. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction, the projected PIU factor will be developed during a test period by end office, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.



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**COMMON CARRIER SERVICES**

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For terminating access minutes, the data used by the Company to develop the projected PIU factor for originating access minutes will be used to develop the PIU factor for terminating access minutes.

For terminating access minutes, the Customer may provide the Company with a projected PIU factor. The Customer shall supply the Company with an interstate percentage of terminating access minutes for each account or state to which the Customer may terminate traffic. If the Customer provides a state level PIU, the percentage will be applied to all Customer accounts.

Effective on the first of January, April, July and October of each year, the Customer may update PIU report. The Customer shall forward to the Company, to be received no later than 15 days after the first of the month, a revised report showing the interstate and intrastate percentage of use for the three months preceding the last day of December, March, June and September, respectively, for each service capable of interstate use. Except where the Company bills actual use by jurisdiction, the revised report 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 that report. If the Customer does not supply the reports, the Company will assume the percentage to be the same as those provided previously. Where a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the initial order for service.

The Customer-reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

The Customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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COMMON CARRIER SERVICES

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2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the services provided by the Company.

2.4.2 Station Equipment

Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which will be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing the services provided under this tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

BCM Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier.

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COMMON CARRIER SERVICES

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2.4.4. Interconnection Provisions

Facilities furnished under this tariff may be connected to the Customer-provided terminal equipment in accordance with the terms of this tariff.

2.4.5 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in Sections 2.4.2, 2.4.3 and 2.4.4 of this tariff relating to the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever action it deems necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.5.2 Taxes and Other Surcharges

The Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, and all contributions required by or made under the auspices of federal, state or local regulatory authority, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

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COMMON CARRIER SERVICES

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2.5.3 Service Date

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide BCM Communication Services, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use. The date of such notice shall be called the "Service Date" and shall be the starting date for billing.

2.5.4 Billing and Collection of Charges

Non-recurring installation charges are billed in advance and are due and payable no later than thirty (30) days after the date of the invoice to the Customer.

Recurring charges are billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be the lesser of:

- (A) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- (B) 0.000493 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

**COMMON CARRIER SERVICES**

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The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice.

In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

2.5.5 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.6 Deposits

To safeguard its interests, before a service is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. No interest shall be paid on the deposit, unless otherwise agreed by the Company or required by law. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.7 Term

The minimum term for any BCM Communications Service shall not be less than twelve (12) months, unless otherwise agreed by the Company. The Customer and the Company may agree to longer minimum terms for particular services.

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COMMON CARRIER SERVICES

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2.5.8 Discontinuance of Service

If the Customer fails to timely pay any amount required and such failure continues for ten (10) days after written notice thereof to the Customer, or if the Customer fails to comply with any other provision of this tariff and such noncompliance continues for thirty (30) days after written notice thereof to the Customer, then, as to the applicable services, the Company, at its sole option, may elect to pursue one or more of the following courses of action: (i) require immediate payment for all future services hereunder (discounted to present value at 6%), (ii) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (iii) pursue any other remedies as may be provided at law or in equity. The Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, the Company may elect to terminate service upon written notice to the Customer.

If all or any significant portion of the facilities or associated equipment used to provide the Services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and the Company may elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such condition is caused by the willful misconduct or negligence of the Customer, authorized user, or joint user, or by the noncompliance of the Customer, authorized user, or joint user with their obligations under this tariff, then such repairs shall be at the Customer's expense.

If the Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies available to it at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

COMMON CARRIER SERVICES

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2.5.9 Fractional Charges

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.10 Applications for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer.

2.5.11 Service Cancellations

Cancellation of Service Applications: Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as specified below.

Where the Company incurs any expense in connection with special arrangements, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

**COMMON CARRIER SERVICES**

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Cancellation of Service Terms: Cancellation of service prior to the completion of a service term for any reason whatsoever other than a service interruption (as defined in Section 2.6 following) shall subject the Customer to payment of the following sums: All costs, fees and expenses reasonably incurred in connection with:

- 1) All non-recurring charges specified in the Company's tariffs, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- 3) 100% of all recurring charges specified in the applicable Company Tariff for the balance of the then current term.

Such cancellation charges shall be payable to the Company within 21 days of the effective date of the cancellation or termination under the terms set forth in Section 2.5 preceding.

2.5.12 Moves, Adds and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. If more than 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges.

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

Meet Point billing applies where a customer orders Switched Access to another Local Exchange Telephone Company (LEC) to originate and terminate traffic to end users. The Customer must order Call Completion Service to establish this relationship. All other recurring and nonrecurring charges for services provided by each LEC are billed under each company's applicable rates as set forth in 2.5.13(A) following.



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**COMMON CARRIER SERVICES**

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The Company accepts and adheres to the Ordering and Billing Forum guidelines, and Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) procedures.

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

- (A) When a customer orders FGD to an interconnection point with another LEC connected to BCM's Services, the Customer must provide the original order to the LEC, and provide a copy of the order to the Company.

Each LEC that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another LEC, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

- (1) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
- (2) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
- (3) The Company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for the Company.

**COMMON CARRIER SERVICES**

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- (B) The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
- (1) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.
  - (2) When rates and charges are listed on a per unit basis, e.g., multiplexing, this Company's rates and charges will apply for the units located in this Company's operating territory.
  - (3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.
  - (4) When rates and charges are listed on a per service basis, these rates and charges will be billed.
  - (5) When rates and charges are listed on a per line or trunk installed basis, this Company's rates will be billed based on the number of lines or trunks specified by the Customer on its order for access service placed with this Company.
  - (6) When this Company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed mileage charges will not apply.

COMMON CARRIER SERVICES

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2.6 Allowances for Interruptions in Service

A credit allowance will be given on a per line basis for any period during which any line provided under this tariff and/or Company-provided station equipment attached thereto is out-of-service, except as specified below. Out-of-Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the Company. A malfunction period ends when the affected line and/or associated station equipment is fully operative.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

**COMMON CARRIER SERVICES**

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2.6.1 Interruptions of 24 Hours or Less for Corridor Telecommunications Service

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of a day
8 hours up to but not including 12 hours	1/2 of a day
12 hours up to but not including 16 hours	2/3 of a day
16 hours up to but not including 24 hours	One day

2.6.2 Interruptions of 24 Hours or Less for Digital Transmission Services and BCMLINK Services

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 min	None
30 min - 2 hr 59 min	1/10
3 hr - 5 hr 59 min	1/5
6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day
12 hr - 14 hr 59 min	4/5 day
15 hr - 24 hr 59 min	one day

2.6.4 Interruptions Over 24 Hours

Interruptions of more than 24 hours will be credited 4 hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period. Interruptions of over 24 hours for private line services will be credited 1/5 day for each 3 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period.

COMMON CARRIER SERVICES

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2.6.5 Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

2.7 Joint Use Arrangements

Joint use arrangements are permitted for all services offered under this tariff.

From each joint use arrangement, one member will be designated as the Customer responsible for allocating the joint use of the service. The Company will accept orders to start, rearrange, relocate, or discontinue service only from that Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

COMMON CARRIER SERVICES

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Service Descriptions

3.0 Service Descriptions

3.1 General

BCM Services consist of any of the services described herein for which a rate is stated in Section 5 and/or 6. Services may be provided either individually or in combination. Each service is offered independently. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

3.2 Digital Transmission Service

Dedicated, private line digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds of 44.736 Mbps, 6.312 Mbps, 1.544 Mbps, 64 kbps, 56 kbps, 19.2 kbps, 9.6 kbps, 4.8 kbps, and 2.4 kbps. Additionally, service is offered in multiples of 56 or 64 kbps (up to a total of 1544 kbps).

3.2.1 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company. Type I Channels are offered at 44.736 Mbps, 6.312 Mbps, 1.544 Mbps, and DS0.

3.2.2 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by an entity with whom the Company's Services are interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Channels where both endpoints are served by an interconnected entity's network will be provided at the Company's sole discretion on an Individual Case Basis (ICB). Type II Channels are provided at 44.736 or 1.544 Mbps, as well as at DS0.

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COMMON CARRIER SERVICES

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3.2.3 DS3 Service

DS3 service is a Digital Transmission Service operating at 44.736 Mbps. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	44.736 Mbps +/- 20 ppm
Line Code:	Bipolar with three-zero substitution
Test Load:	75 ohms resistive +/- 5 percent
Power Levels:	For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 Mhz shall be at least 20 Db below that in a 2 KHz band about 22.368 KHz. NOTE: The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

Digital channels at 44.736 Mbps will be provided in one of the following three configurations, as specified by the Customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the Customer interface. No performance monitoring is performed since all 44.736 Mbps are considered Customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and includes a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. A total of 43.232 Mbps is available for Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is available for Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

COMMON CARRIER SERVICES

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3.2.4 DS1 Service

DS1 service is a Digital Transmission Service furnished by the Company at 1.544 Mbps. DS1 services are provided as either a "Basic DS1 Service" consisting of a point-to-point digital channel provided at 1.544 Mbps, or as a "Fanout DS1 Service" which allows a Customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

Interconnections to DS1 channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	1.544 Mbps + 130 ppm [NOTE: The CCITT specification for Line Rate is + 50 ppm.]
Line Code:	For AMI: bipolar with at least 12.5% average
Test Load:	100 ohms resistance.
Pulse Shape:	The pulse amplitude shall be between 2.4 and 3.6 volts.
Power Levels:	For an all-ones transmitted pattern, the power in a 2 KHz band, about 772 KHz shall be 12.4-18.0 dBm, and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz. [NOTES: (1) Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm. (2) CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.
Pulse Imbalance:	There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.



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COMMON CARRIER SERVICES

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Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the Customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

Fanout DS1 Service: Fanout DS1 Service allows a customer to aggregate up to 28 DS1 digital channels which terminate at the same location into a single DS3 Local Distribution Channel. DS1 and DS3 channels provided as a part of a Fanout DS1 Service shall meet the technical specifications prescribed herein.

### 3.2.5 DS0 Service

DS0 service is a Digital Transmission Service furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to a total of 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. DS0 services are provided as either a "Basic DS1 Service" consisting of a point-to-point digital channel, or as a "Fanout DS0 Service" which allows a Customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel.

Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335. Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

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COMMON CARRIER SERVICES

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3.2.5.1 Effective 2-Wire DS0 Service

This provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

1. Private Line Manual Ringdown: 2 wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the Customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.
2. Private Line Automatic Ringdown (PLAR): 2 wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate the signal. Ringing at 20 Hz will be at industry-standard voltage and current.
3. OPX/Tie Line/FX/Tie Trunk Private Lines(OPX): 2 wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Possible NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing).
4. 2-Wire Transmission Only: 2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

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COMMON CARRIER SERVICES

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3.2.5.2 Effective 4-Wire DS0 Service

This provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

1. 4-wire Transmission Only: 4 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation, C4/D1 conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2.)
2. 4-Wire Tie Line/Tie Trunk Private Lines: 4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signaling, supporting Type I, II, and III E+M or reverse E+M. (NCI Codes: 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.)

3.2.5.3 Digital DS0 Service

This provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

Low Speed DS0 Data Service provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Possible NCI Codes: 04DU5-24, 04DU5-48, 04DU5-96, 04DU5-19).

56 Kbps DS0 Data Service provides a point-to-point, DDS compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS

64 Kbps DS0 Data Service provides a point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64.)

Fractional DS1 Service provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps. (NCI Code format: 04DU5-xx).

Fanout DS0 Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel.

COMMON CARRIER SERVICES

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3.4 BCMLINK Services

BCMLINK Services provide dedicated high speed connections between a Customer's multiple local area network (LAN) locations. BCMLINK Services provide native LAN speed transmission links for large bandwidth applications such as file transfers, disk shadowing, imaging, cooperative processing, and disaster recovery.

3.4.1 BCMLINK Token Ring™ Connections

This service is provided for Customers who require Token Ring™ connectivity at native speeds, 4 or 16 Mbps. The end points will appear as an IEEE 802.5 Token Ring™ repeater. The service can be used either in a point-to-point configuration or in a multipoint ring configuration, pursuant to the following technical characteristics:

Data Rate:	4 Mbps or 16 Mbps
Connector:	Female DB-9
Format/Protocol:	Token Ring™
Signaling:	IEEE 802.5
Device Types supported:	Token Ring Compatible Hardware
Maximum distance from MUX to MAU/Device:	300 feet (100 meters) with Type 1 cabling

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COMMON CARRIER SERVICES

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3.4.2 BCMLINK Ethernet™ Connections

This service is provided for Customers who require Ethernet™ connectivity at native 10 Mbps speeds. The end points will appear as IEEE 802.3 transparent bridges. The service can be used either in a point-to-point configuration or in a multipoint ring configuration, pursuant to the following technical characteristics:

Ethernet™ interface:	802.3 10Base5
Connector:	Female DB-15 (10Base5) AUI
Address filter/ Filter type:	MAC layer source and destination address, self learning with aging timer
Filter rate:	14,880 packets per second; segment to Mux (one way)
Filter table:	2,048 entries
Aging Timer:	No aging, 3, 6, or 9 minutes
Multiplexing rate: Forwarding rate:	4.7 Mbps or 9.4 Mbps (Switch selectable) 11,057 packets per second, segment to segment, at 9.4 Mbps
Internal data buffer size:	32 Kbytes data RAM storage, in each direction, plus 4 Kbytes of data FIFO in each direction.
Redundancy:	Supports redundant bridge module. Standby module monitors and learns filter table while in Standby mode, but has to be brought on line by the Company.
Filter function bypass:	Address filter function can be bypassed, causing the module to act as a buffered repeater.
Loopback feature:	Packets received from the Ethernet segment can be looped back for testing purposes both locally and remotely by the Company.
Packet Latency:	280 microsec (2 nodes, 60 byte packets) to 16 msec (8 nodes, 1514 byte packets)
Maximum distance from Mux to segment:	164 feet (50 meters) with an 802.3 transceiver cable

COMMON CARRIER SERVICES

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3.5 OmniLink

OmniLink is designed to meet customer requirements for network reliability and survivability for high capacity services at multiple customer-designated locations served by the same BCM network. It will immediately detect service affecting problems (e.g. cable cuts, high error rates) and reconfigure service around the point of failure to ensure a near continuous flow of information between locations on the Omnalink network. The OmniLink service is subject to facility availability. Where facilities are not available, OmniLink may be provided on an Individual Case Basis (ICB).

OmniLink provides local OC-3 and OC-12 SONET rings between multiple customer designated premises and BCM's nodes. Connections to the nodes are provided over standard DS1 and DS3 interfaces. This service will have the capacity to transport 3 DS3s (155.52 Mbps) and 12 DS3s (622.08 Mbps).

Within the 3 DS3 or 12 DS3 capacity, the Customer may order a combination of DS1 and DS3 interfaces. The interface at the Customer premises will conform to standard ANSI DS3 interface (44.736 Mbps) specifications and/or standard ANSI DS1 interface (1.544 Mbps) specifications. OC-3, OC-12 and STS-1 interfaces are available on an Individual Case Basis.

COMMON CARRIER SERVICES

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3.5.1 OC-3 Capacity

DS1s and/or DS3s may be ordered not to exceed OC-3 capacity per the following table. The configuration of DS1s and DS3s is dependent on the capacity of the BCM transmission equipment located at the Customer's location.

<u>Interface Combinations</u>		
<u>DS1</u>		<u>DS3</u>
0	and	0-3
0-28	and	0-2
0-56	and	0-1
0-84	and	0

COMMON CARRIER SERVICES

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3.5.2 OC-12 Capacity

DS1s and/or DS3s may be ordered not to exceed OC-12 capacity as shown in the following table. The configuration of DS1s and DS3s is dependent on the capacity of the BCM's equipment located on the Customer's premises.

<u>Interface Combinations</u>		
<u>DS1</u>		<u>DS3</u>
0	and	0-12
0-28	and	0-11
0-56	and	0-10
0-84	and	0-9
0-112	and	0-8
0-140	and	0-7
0-168	and	0-6
0-196	and	0-5
0-224	and	0-4
0-252	and	0-3
0-280	and	0-2
0-308	and	0-1
0-336	and	0

The following rates elements apply to OmniLink service:

BCM Hub Node - This monthly recurring element provides for Add/Drop multiplexing equipment located at the BCM Node. This element is rated at either a 3 DS3 or 12 DS3 capacity level.



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**COMMON CARRIER SERVICES**

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One BCM Hub Node rate applies for each BCM Hub located on the SONET network. The Customer shall designate the number of Hub Nodes; however, there must be at least one BCM Hub Node and two Customer Premise Nodes on each Omnilink network.

BCM Node Port - This monthly recurring element provides for the DS1 and/or DS3 channelization that must take place at each BCM Hub Node on the SONET network. A monthly recurring rate and/or a nonrecurring charge will apply only where a DS1 or DS3 network facility originates or terminates. Rates for BCM DS1 and DS3 network facilities are listed in section 6.

Other Node - This monthly recurring rate provides for Add/Drop multiplexing capability at other locations. The rate is comprised of either a 3 DS3 or 12 DS3 capacity and is applied at each other node on the OmniLink Network.

Other Port - The Other Port monthly recurring rate element provides for the DS1 and DS3 channelization that must take place at each Other Node. The rate is applied on a per port basis with the number of ports determined by the number of DS1 and/or DS3 interfaces ordered by the Customer. If a DS3 to DS1 connection is required, it may be provided by the Customer or through multiplexing provided by BCM at rates listed in section 6.

Transport Mileage - This monthly recurring rate element provides for the transmission facilities between all directly connected Nodes (BCM and Customer) on the SONET network. The charge is applied per mile and is based on total ring capacity (OC-3 or OC-12).

COMMON CARRIER SERVICES

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3.6 DS2 Service (6.312 Mbps)

The Service provides digital channels operating at 6.312 Mbps. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	6.312 Mbps +/- 33 ppm
Line Code:	B6ZS
Electrical Interface:	One balanced twisted shielded pair with 110 ohms +/- 5%
Pulse Shape:	For all-ones data, the pulse amplitude shall be between 0.55 and 1.3 volts peak.
Power Level:	For an all-ones signal, the power in a band no wider than 3 KHz centered at 3.156 MHz shall be between 0.2 and 7.3 dBm. The power in a band no wider than 3 KHz centered at 6.312 MHz shall be at least 20 dB below that at 3.156 MHz.
Pulse Imbalance:	The ratio of amplitudes of positive and negative isolated pulses shall be between 0.90 and 1.10.

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COMMON CARRIER SERVICES

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3.7 DS1E Service

E1 Service: Provides European standard digital service, operating at 2.048 Mbps.

3.8 Corridor Telecommunications Service (CTS)

3.8.1 CTS New York-New Jersey

CTS New York-New Jersey provides Customers with the ability to originate interstate telephone calls in selected areas in the State of New York and terminate them in selected areas in the State of New Jersey. CTS New York-New Jersey also provides a corresponding capability to originate interstate telephone calls in selected areas in the State of New Jersey and terminate them in selected areas in the State of New York. Calls may be originated and terminated within the Counties and area codes of Westchester (914), Nassau (516) and Suffolk (516) in New York, and the City of New York (212/718). Calls may be originated and terminated within the Counties and area codes of Essex (201), Hudson (201), Bergen (201), Union (908) and Passaic (201) in New Jersey. Originating service requires the Customer to obtain a Digital Transmission Service connecting its premises to a Company switching facility. CTS also provides access to Operator Services, Busy Line Verification/ Interrupt, and NXX 540, 970 and 976 services.

3.8.2 CTS New York-Connecticut

CTS New York-Connecticut provides Customers with the ability to originate interstate telephone calls in selected areas in the State of New York and terminate them in selected areas in the State of Connecticut. CTS New York-Connecticut also provides a corresponding capability to originate interstate telephone calls in selected areas in the State of Connecticut and terminate them in selected areas in the State of New York. Calls may be originated and terminated within the Counties and area codes of Westchester (914), Nassau (516) and Suffolk (516) in New York, and the City of New York (212/718). Calls may be originated and terminated within the area codes of 203 and 860 in Connecticut. Originating service requires the Customer to obtain a Digital Transmission Service connecting its premises to a Company switching facility. CTS also provides access to Operator Services, Busy Line Verification/ Interrupt, and NXX 540, 970 and 976 services.

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COMMON CARRIER SERVICES

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3.9 Call Completion Service

3.9.1 General

Call Completion Service provides for the capability of originating and terminating interstate long distance calls to and from an end user's premises to a customer's facilities via BCM's switch. Transport between BCM's switch and the Customer's premises is provided via Digital Transmission Services as specified in Section 3.2 preceding.

3.9.2 Call Completion Service Arrangement

Call Completion is provided as a trunkside connection, Feature Group D (FGD), to BCM's switches with an associated 10XXX access code for the Customer's use in originating and terminating communications.

3.9.3 Manner of Provisioning

Call Completion Service is provided as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. The originating traffic type represents capacity for carrying traffic from the end user to the Customer. The terminating traffic represents capacity for carrying traffic from the Customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).

An out-of-band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out-of-band signaling. Out-of-band signaling allows the Customer to pass call set-up information utilizing Signaling System 7 (SS7) protocol over a path separate from the message path. This connection is provided at the DS0 level and provides the interconnection between BCM's Signal Transfer Point (STP) and the Customer's Signaling Point of Interconnection (SPOI).

COMMON CARRIER SERVICES

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3.9.4 Provisioning and Description of FGD

FGD is provided as trunk and MF-Pulsing side switching and may be provided with wink start signals and answer and disconnect supervisory signaling. The Customer may also specify out-of-band signaling.

FGD switching is provided with multifrequency address or out-of-band signaling. Up to 12 digits of the called party number dialed by the Customer's end user (using dual tone multifrequency or dial pulse address signals) will be delivered by BCM to the Customer's premises where Call Completion Service terminates. Address signals are subject to the ordinary transmission capabilities of the Digital Transmission Service provided.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 10XXX access codes.

The access code for FGD switching is a uniform access code of the form 10XXX. The Customer's access code will be the assigned number of all FGD access provided to the Customer by BCM. No access code is required for calls to a Customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the BCM switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC +NN.

When the 10XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the LEC's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

COMMON CARRIER SERVICES

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Optional features available with FGD are:

- (a) Automatic Number Identification (ANI). This option provides the automatic transmission of a ten digit number and information digits to the Customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out-of-band signaling is specified, the Customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (d) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) the telephone number if it is the station billing number (no special treatment is required), (2) that the telephone number is on a multiparty line and can not be identified (the number must be obtained via an operator or in some other manner), (3) that ANI failure has occurred in the end office switch which prevents identification of calling telephone number (the number must be obtained via an operator or in some other manner), (4) hotel/motel originated calls which require room number identification, (5) coinless station, hospital, inmate, etc. calls which require special screening or handling by the Customer, and (6) that the call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party, and (7) Public Payphones.

- (b) Calling Party Number (CPN) [Where permitted]. This option provides for the automatic transmission of the calling party's ten digit telephone number to the Customer's premises. The ten-digit telephone number consists of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Technical Reference TR-TSV-000905. This feature is only available when out-of-band signaling is specified.

BCM will transmit a "privacy indicator" as part of the CPN information in those locations where end users may elect not to have their CPN information passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

**COMMON CARRIER SERVICES**

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- (c) Charge Number (CN). This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical Reference TR-TSV-000905. This feature is only available when out-of-band signaling is specified.
- (d) Carrier Selection Parameter (CSP). This option provides for the automatic transmission of a signal which informs the Customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical Reference TR-TSV-000905. This feature is only available when out-of-band signaling is specified.
- (e) 800 Data Base Access Service. 800 Data Base Access Service is an originating-only trunk side service. When an 8XX+NXX+XXXX call is originated by an end user, BCM will perform customer identification based on screening the full ten-digits of the 8XX number to determine the location to which the call is to be routed.

800 Data Base Access Service calls will be delivered to the Customer directly from a BCM end office only when the end office is equipped with 800 Data Base Query functionality, i.e., the ability to query the 800 Data Base to perform ten-digit customer identification. When the end office does not have 800 Data Base query functionality, 8XX calls will be blocked.

Call Completion rates and charges apply to 800 Data Base Access Services calls originated from BCM end offices. In addition to Call Completion usage charges, a basic query charge applies to each 800 Data Base Access service call delivered to the Customer. A basic query charge consists of customer identification, i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the Customer, from which 8XX calls can be received.

- (f) Common Channel Signaling Access Service (CCSAS). This option allows the Customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out-of-band signaling connection between the Customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out-of-band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the Customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the Customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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COMMON CARRIER SERVICES

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3.9.5 Presubscription

- (A) Presubscription is an arrangement whereby an end user may designate to the Company an interexchange carrier (IC) for completion of interstate InterLATA calls without dialing an access code. The IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IC that provides originating FGD Switched Access Service either to the Company's end office or to an authorized LEC's tandem that subtends the Company's end office.
- (B) New end users who are served by offices equipped with FGD will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There is no additional charge for the initial selection.
- Designate an IC as a PIC and dial 10XXX to access other IC's.
  - Designate that they do not want to be presubscribed to any IC (no PIC) and choose to dial 10XXX for all interLATA calls.

3.9.6 900 Transport Service

900 Transport Service is an originating service utilizing trunkside Switched Access Service which provides a Customer identification function based on the dialed NXX. When a 1+900+NXX-XXXX call is originated by the end user, the Company will determine, based on the NXX dialed, the Customer to which the 900 call is to be routed. In the event the Customer has trunking into a LEC tandem to which a BCM switch subtends, 900 Transport Service will be provided through meet point billing arrangements.

For 900 Transport Service provisioned as Feature Group D, the Customer may establish a separate trunk group or combine 900 traffic with other traffic types.

Measurement of 900 Transport Service usage shall be in accordance with regulations for FGD services. 900 Transport Service originating usage rates shall be measured in the same manner as that specified for FGD, whether provisioned via dedicated trunk group or combined with other traffic types.

Only 1+900 calls originating in a LATA in which the Customer has indicated acceptance of 1+900 traffic through an ASR will be completed.



COMMON CARRIER SERVICES

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3.10 Special Construction

Special Construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

- (A) where facilities are not presently available;
- (B) where service is of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) where the service is in a quantity greater than that which the Company would normally utilize in the furnishing of the service;
- (E) where service is requested on an expedited basis;
- (F) where service is requested on a temporary basis until permanent facilities are available;
- (G) where the service requested involves abnormal costs; or
- (H) where service is requested in advance of the Company's normal construction schedule.

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COMMON CARRIER SERVICES

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Rate Regulations

4.0 Rate Regulations

4.1 General

This sections sets out regulations for the rates that are applied for the Services for which a rate is stated in Section 5 and/or 6.

4.2 Digital Transmission recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Typically, three standard rate elements are used in calculating the monthly recurring rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel. Different charges apply depending on whether the connection is a Type I or Basic (on-net) or Type II or Mixed Vendor (off-net) connection.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Telephone Company end offices. Different charges apply depending on whether the connection is a Type I or Basic (on-net) or Type II or Mixed Vendor (off-net) connection.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone Company end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I or Basic (on-net) or Type II or Mixed Vendor (off-net) connection.

Optional features and functions are also available, including:

Cross-Connection Charge. This rate element applies for cross-connections within Company locations between one or more Customer services, or between the services of different Customers.

COMMON CARRIER SERVICES

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4.2 Multiplexing Charge. This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.

DEXCS Port Charge. This rate element applies where the Customer requests that its services be connected to a DEXCS port.

4.2.1 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company.

4.2.2 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with which the Company is interconnected; they are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged to the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.3 Switched Services

Rates for Switched Services are provided in Sections 6.

4.4 DS3 Service

Rates for DS3 services are provided in Section 6.10.1.

4.4 DS1 Service

Rates for DS1 service are provided in Section 6.10.2.

4.5 DS0 Service

Rates for DS0 services are provided in Section 6.10.3.

COMMON CARRIER SERVICES

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4.6 BCMLINK Service

Rates for BCMLINK Service are provided in Section 6.10.4

4.7 Call Completion Service

Non-recurring and usage rates apply for each Call Completion Service furnished by the Company. Non-recurring charges are the one-time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Call Completion Service access minute and are accumulated over a monthly period.

4.8 Switched Transport

Switched transport provides the transmission facilities between (1) the Customer premises or a collocated interconnection location and (2) the Company's end-office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

(A) Entrance Facility Rate Category

An Entrance Facility provides a communications path between a customer's premises and the Company's serving wire center (SWC) for that premises for the sole use of the Customer. The Entrance Facility is provided as a DS1 and/or DS3 service. An Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(B) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or, as an option, from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1, or DS3. The fixed rate covers the circuit equipment at the ends of the transmission links. The per mile rate covers the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rate. For purposes of determining the per mile rate, mileage is measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the tandem office using the V&H coordinates method.

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COMMON CARRIER SERVICES

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(C) Tandem Switched Transport Rate Category Tandem Trunk Transport provides the transmission path from the Serving Wire Center (SWC) of the Customer's premises to an end office, utilizing tandem switching functions. Tandem Switched Transport consists of circuits (dedicated to the use of a single customer) from the Customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office. The Company will determine the type of facilities from the SWC of the Customer's premises to the end office based on the Customer's order for service on a busy hour minutes of capacity basis or on a per trunk basis.

The Tandem Switched Transport rate category includes a Tandem Transport fixed MOU (minutes of use) rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate covers the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage is measured as airline mileage between the SWC of the Customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

The Customer has the option to purchase direct trunks to the access tandem. If the Customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the Customer's usage at that specific tandem. In this case, the fixed per MOU rate and the Tandem Switching rates will also apply.

(D) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate covers the facilities from the point of termination to the signal switching point of the STP.

The STP Link Transport rate covers the transmission facilities between the SWC of the Customer premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where a Company's STP is located.

(E) Interface Groups

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COMMON CARRIER SERVICES

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Interface Groups are provided for terminating the Switched Transport at the Customer's premises. Each Interface Group provides a specified interface at the Customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the transmission path between the Customer's premises and the first switching point may include optional features selected by the Customer.

Interface Group 6 provides DS1 level digital transmission at the point of termination on the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, and has the capability of channelizing up to 24 voice frequency transmission paths. The interface includes an individual transmission path bit stream supervisory signaling capability.

Interface Group 9 provides DS3 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. The interface includes an individual transmission path bit stream supervisory signaling capability.

(F) Nonchargeable Optional Features

(1) Out-of-Band Signaling

- (a) This option allows the Customer to exchange signals for FGD call set-up over a communications path which is separate from the message path. This option uses the SS7 protocol and requires the establishment of a Common Channel Signaling Access Service between the Customer's SPOI and the Company's STP.
- (b) Out-of-band signaling is provided in both the originating and terminating direction. Each signaling connection includes the capability for two-way transmission of out-of-band signaling information.

(G) Chargeable Optional Features

(1) 800 Data Base Access Service

(a) 800 Data Base Query Charge

The basic query charge is assessed the Customer based on the query of the 8XX+NXX+XXXX number dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service. 8XX+NXX+XXXX calls delivered to the Customer are based on information derived via queries to the 800 Data Base.

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COMMON CARRIER SERVICES

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4.8.1 End Office

The End Office rate category provides for the local end office switching and end user termination functions necessary to complete Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Call Completion Rate element.

(A) Call Completion Rate Category

The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating at the local end office, and for the termination of calls at a Company Intercept operator or recording. Additionally, the Company may include a per minute of use surcharge for meet point billing arrangements.

(B) Call Completion Volume Discounts

Customers committing to minimum volume requirements for average monthly usage for all Call Completion Services will receive a discount based on the level of commitment for the contracted period of the service. Customers committing to a minimum of 500,000 minutes of use per month will receive a 5% discount. Customers committing to a minimum of 2,500,000 minutes of use per month will receive a 10% discount. Customers committing to a minimum of 6,000,000 minutes of use per month will receive a 15% discount.

Average monthly usage will be calculated using a twelve month rolling average. If the Customer fails to meet the committed levels specified in the rate plan chosen, the Company will bill the shortfall minutes in the current billing month at the non-discounted rate.

COMMON CARRIER SERVICES

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(C) Nonchargeable Optional Features

(1) Automatic Number Identification (ANI)

(Described in 3.9.4(a) preceding)

(2) Calling Party Number (CPN)

(Described in 3.9.4(b) preceding)

(3) Charge Number (CN)

(Described in 3.9.4(c) preceding)

(4) Carrier Selection Parameter (CSP)

(Described in 3.9.4(d) preceding)

(5) Common Channel Signaling Access Service (CCSAS)

(Described in 3.9.4(f) preceding)

(D) Chargeable Optional Features

(1) 800 Data Base Access Service

(Described in 3.9.4(e) preceding)

(2) Operator Transfer Service

4.8.2 Feature Group D (FGD) Usage Measurement

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the Customer's point of termination. For originating calls over FGD with out-of-band signaling, usage measurement begins when the last point of switching sends the initial address message to the Customer.



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COMMON CARRIER SERVICES

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4.8.2 The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.

The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For 800 Data Base Access, usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the Customer's point of termination. 800 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the end office.

4.8.3 Presubscription

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a Primary Interexchange Carrier (PIC), for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service.

4.9 Special Construction

Rates for Special Construction arrangements will be provided in Section 6.5.

4.10 Individual Case Base (ICB) Arrangements

Rates for Individual Case Base (ICB) Arrangements will be provided in Section 6.7.

4.11 Optional Features and Functions

Rates for Optional Features and Functions are provided within the DS1 and DS0 Fanout Service Sections

**COMMON CARRIER SERVICES**

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Rates for Residential Services

5.1 General

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a) place and receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

**COMMON CARRIER SERVICES**

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5.2 Service Descriptions And Rates

The following Residential Network Switched Service Options are offered:

- Residential Flat Rate Service
- Residential Message Rate Service
- Key Residential Line Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following Custom Calling Service features are offered to Residential Network Switched Service Subscribers:

- Three Way Calling
- Call Forward Busy
- Call Forward Don't Answer
- Call Forward Variable
- Call Hold
- Call Waiting
- Cancel Call Waiting
- Distinctive Ringing
- Regular Multiline Hunting
- Speed Calling

The following CLASS features are offered to Residential Network Switched Service Subscribers:

- Call ID
- Automatic Redial
- Automatic Call Back
- Automatic Recall
- Customer Originated Trace

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Message charges apply to Message Rated Service, in addition to other rate elements described above.

COMMON CARRIER SERVICES

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5.2.1 Flat Rate Service

5.2.1.1 Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 10.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

COMMON CARRIER SERVICES

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5.2.1 Flat Rate Service (cont'd)

5.2.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges	\$1.00	\$50.00
Each Service Line	\$1.00	\$15.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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5.2.2 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period. Local calling areas are as specified in Section 10.

5.2.2.1 Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

COMMON CARRIER SERVICES

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5.2.2 Message Rate Service (cont'd)

5.2.2.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges	\$1.00	\$50.00
Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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5.2.2 Message Rate Service (cont'd)

5.2.2.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features  
(per line, per month)

- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

5.2.2.3 Message Usage Charges

	<u>Min</u>	<u>Max</u>
Per Message	\$.01	\$.15



COMMON CARRIER SERVICES

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5.2.3 Key Residential Line Service

5.2.3.1 General

Key Residential Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Key Residential Line is available as a flat rate or message rated service. Key Residential Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Each Key Residential Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

COMMON CARRIER SERVICES

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5.2.3 Key Residential Line Service (cont'd)

5.2.3.2 Flat Rate Key Residential Line Service

5.2.3.2.1 Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified below.

5.2.3.2.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00

	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges	\$1.00	\$50.00
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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5.2.3.2 Flat Rate Key Residential Line Service (cont'd)

5.3.3.2.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features  
(per line, per month)

- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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5.2.3.3 Message Rate Key Residential Line Service

5.2.3.3.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

5.2.3.3.2 Recurring and Nonrecurring Charges

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

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00

	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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5.2.3.3 Message Rate Key Residential Line Service (cont'd)

5.2.3.3.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features  
(per line, per month)

- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

5.2.3.3.3 Message Usage Charges

	<u>Min</u>	<u>Max</u>
Per Message	\$.01	\$.15

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COMMON CARRIER SERVICES

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Rates for Business Service

6 Rates

6.1 General

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

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).The following rates provide for the furnishing of intrastate local exchange, extended area and toll switched services, and for the furnishing of intrastate digital transmission services. Services may be provided on an intraLATA or interLATA basis.

Unless otherwise indicated, rates are monthly rates for month-to-month services. Rates are subject to the all the provisions of this tariff.

Service is based upon the availability of Company facilities and the facilities of other carriers required to provide a given service.

6.1.1 Rates for BCM Switched Service [BSS]

Rates for BSS Service include rates for intraLATA Regional services, interLATA toll calls service under either of two Optional Calling Plans and any special services all as specified hereunder. Taxes and contributions required by law or regulatory authority will be applied in accordance with Section 2.5.2.

Interstate and international calls will be routed over the facilities of the Company and other carriers authorized to offer such services and will be billed to the originating customer by the Company.

The Customer must select one of the Optional Calling Plans (OCPs) for InterLATA Toll Calls and advise the Company of its selection prior to commencement of service to the Customer. The Customer may change from one OCP to another OCP effective with the first day of the Company's next billing cycle upon at least 10 days' notice to the Company.

6.2 Flat Rate Basic Business Line Service

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COMMON CARRIER SERVICES

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Service to points within the local calling area is included in the charge for Flat Rate Service.

6.2.1 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges	\$1.00	\$50.00
Each Service Line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

**COMMON CARRIER SERVICES**

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6.3 Message Rate Basic Business Line Service

6.3.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

6.3.2 Recurring and Nonrecurring Charges

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

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges:	\$1.00	\$50.00
Each Service Line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00



COMMON CARRIER SERVICES

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6.3 Message Rate Basic Business Line Service (continued)

6.3.2 Recurring and Nonrecurring Charges (continued)

	<u>Min</u>	<u>Max</u>
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features: (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

**COMMON CARRIER SERVICES**

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6.3 Message Rate Basic Business Line Service (continued)

6.3.2 Recurring and Nonrecurring Charges (continued)

	<u>Min</u>	<u>Max</u>
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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6.4 Business Key System Line Service

6.4.1 Description

Business Key System Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

Each Business Key System Line has the following characteristics:

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

**COMMON CARRIER SERVICES**

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6.4 Business Key System Line Service (continued)

6.4.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$10.00
Monthly Recurring Charges:		
- Flat Rate Business Key	\$1.00	\$50.00
- Message Rate Business Key	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

**COMMON CARRIER SERVICES**

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6.4 Business Key System Line Service (continued)

6.4.2 Recurring and Nonrecurring Charges

	<u>Min</u>	<u>Max</u>
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

COMMON CARRIER SERVICES

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6.5 Shared Tenant Service

6.5.1 General

Shared Tenant Service is a multi-station system furnished in apartment and townhouse complexes for the use of the residents. The "customer" for shared tenant service is the owner of an apartment complex or reseller for shared tenant service. This service enables the customer or locations served by the customer to originate and receive calls within its system at no additional charge. The customer is responsible for payment of all charges, including local and toll charges and all nonrecurring monthly charges.

Each Shared Tenant Service Line has the following characteristics

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

COMMON CARRIER SERVICES

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6.5 Shared Tenant Service (continued)

6.5.2 Flat Rate Shared Tenant Service

6.5.2.1 Description

Service to points within the local calling area is included in the charge for Flat Rate Shared Tenant Service. Local calling areas are as specified in Section 10.

6.5.2.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Per Service Line:

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$25.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

**COMMON CARRIER SERVICES**

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6.5 Shared Tenant Service (continued)

6.5.2 Flat Rate Shared Tenant Service (continued)

6.5.2.2 Recurring and Nonrecurring Charges (continued)

	<u>Min</u>	<u>Max</u>
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00



**COMMON CARRIER SERVICES**

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6.5 Shared Tenant Service (continued)

6.5.3 Message Rate Shared Tenant Service

6.5.3.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

6.5.3.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$25.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

**COMMON CARRIER SERVICES**

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6.5 Shared Tenant Service (continued)

6.5.3 Message Rate Shared Tenant Service (cont'd)

6.5.3.2 Recurring and Nonrecurring Charges (continued)

	<u>Min</u>	<u>Max</u>
CLASS Features (per line, per month)		
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

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COMMON CARRIER SERVICES

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6.6 Centrex Service

6.6.1 Description

Centrex Service is a multi-station system offered to the business customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service. Local calling areas are as specified in Section 10.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-wire or 4-Wire as required for the provision of service
Signaling Type	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only

6.6.2 Features

The Centrex customer chooses one of three feature packages: Basic, Enhanced and Premium. Basic Centrex includes all Centrex features except attendant features and Customer Management System. Enhanced Centrex includes attendant features. Premium Centrex offers all features, attendant features and Customer Management system.

COMMON CARRIER SERVICES

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6.6 Centrex Service (continued)

6.6.2 Features (continued)

The following Centrex features are available to the customer of Centrex Service at no additional charge:

	Basic	Enhanced	Premium
Add-On Hold	X	X	X
Attendant Camp On		X	X
Attendant Conference		X	X
Attendant Direct Station Selection		X	X
Automatic Call Distribution			X
Automatic Route Selection (ARS)	X	X	X
Call Forward - Busy	X	X	X
Call Forward - No Answer	X	X	X
Call Pickup	X	X	X
Call Transfer Internal	X	X	X
Call Transfer Outside	X	X	X
Call Waiting	X	X	X
Call Waiting - Attendant Lamp		X	X
Code Calling	X	X	X
6-Way Conference			X
Directed Call Pickup	X	X	X
Group Numbering	X	X	X

COMMON CARRIER SERVICES

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6.6 Centrex Service (continued)

6.6.2 Features (continued)

	Basic	Enhanced	Premium
Intercom Dialing	X	X	X
Loudspeaker Paging	X	X	X
Manual Control of ARS		X	X
Make Busy	X	X	X
Multiline Hunt	X	X	X
Night Service	X	X	X
Outward Call for PBX	X	X	X
Power Fail Transfer	X	X	X
Queuing	X	X	X
Single Digit Dialing	X	X	X
Tandem Dialing	X	X	X
Toll Diversion - Attendant		X	X
Uniform Call Distribution	X	X	X
Customer Management System			X
Speed Calling	X	X	X
Three Way Calling	X	X	X

COMMON CARRIER SERVICES

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6.6 Centrex Service (continued)

6.6.3 Basic Centrex (Flat Rated)

6.6.3.1 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply.

	<u>Min</u>	<u>Max</u>
Per Station Line:		
Nonrecurring Connection Charge:	\$10.00	\$200.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00
DS1 Port Charges for DS1 Interconnection		
(per 24 Centrex Changes):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

COMMON CARRIER SERVICES

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- 6.6 Centrex Service (continued)
- 6.6.4 Enhanced Centrex (Flat Rate)
- 6.6.4.1 Recurring and Nonrecurring Charges

Per Station Line:

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$10.00	\$200.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00
DS1 Port Charges for DS1 Interconnection		
(per 24 Centrex Changes):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

COMMON CARRIER SERVICES

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6.6 Centrex Service (continued)

6.6.5 Premium Centrex (Flat Rate)

6.6.1 Recurring and Nonrecurring Charges

Per Station Line:

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$25.00	\$500.00
Monthly Recurring Charges:		
Term		
24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00
DS1 Port Charges for DS1 Interconnection		
(per 24 Centrex Changes):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual Case Basis	

6.6.5.4 Direct Inward Dialing

	<u>Min</u>	<u>Max</u>
Each Group of 20 Numbers	\$1.00	\$10.00
Each Group of 100 Numbers	\$10.00	\$30.00



COMMON CARRIER SERVICES

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6.6 Centrex Service (continued)

6.6.6 Recurring and Nonrecurring Charges (continued)

	<u>Min</u>	<u>Max</u>
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$40.00

6.7 PBX Trunk Service

6.7.1 General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type	Loop, Ground, E&M I, II, III
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

COMMON CARRIER SERVICES

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6.7 PBX Trunk Service (continued)

6.7.2 Flat Rate Analog PBX Trunks

6.7.2.1 General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in Section 10.

6.7.2.1 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Min</u>	<u>Max</u>
Monthly Recurring Charges:	\$10.00	\$75.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

6.7.3 Message Rate Analog PBX Trunks

6.7.3.1 Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

**COMMON CARRIER SERVICES**

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6.7 PBX Trunk Service (continued)

6.7.3 Message Rate Analog PBX Trunks (continued)

6.7.3.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:	\$10.00	\$75.00
- Each Trunk	\$5.00	\$25.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

COMMON CARRIER SERVICES

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6.7 PBX Trunk Service (continued)

6.7.3 Message Rate Analog PBX Trunks (continued)

6.7.3.3 Analog DID Trunks

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$10.00	\$60.00
Monthly Recurring Charges:		
- Each Trunk	\$5.00	\$35.00
DID Station Numbers		
- Each Group of 20	\$1.00	\$6.00
- Each Group of 100	\$12.00	\$26.00

COMMON CARRIER SERVICES

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6.7 PBX Trunk Service (continued)

6.7.4 Digital PBX Trunk Service

6.7.4.1 Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service. Local calling areas are as specified in Section 10.

COMMON CARRIER SERVICES

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6.7 PBX Trunk Service (continued)

6.7.4 Digital PBX Trunk Service (continued)

6.7.4.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>Min</u>	<u>Max</u>
Nonrecurring Connection Charge:	\$250.00	\$1000.00
Monthly Recurring Charges:		
Flat Rate:		
- Facility	\$100.00	\$500.00
- Per Active Channel (DID)	\$10.00	\$25.00
- Per Active Channel (DOD)	\$10.00	\$75.00

6.7.4.3 Message Rate

	<u>Min</u>	<u>Max</u>
- Facility	\$100.00	\$500.00
- Per Active Channel (DID)	\$10.00	\$25.00
- Per Active Channel (DOD)	\$10.00	\$75.00

COMMON CARRIER SERVICES

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6.7 PBX Trunk Service (continued)

6.7.4 Digital PBX Trunk Service (continued)

	<u>Min</u>	<u>Max</u>
Per Message	\$.01	\$.15

6.8 IntraLATA Calls

Calls will be classified and rated using the same parameters set forth by NYTel for charges pursuant to its PSC Tariffs Nos. 901 and 902, in force and effect from time to time. The rates charged shall range between the maximum and minimum charges set forth below. The actual rates will vary between the stated range upon one days' prior notice to the Commission and affected customers.

6.8.1 Business Day Rates

The following table shows the charges for customer dialed station-to-station sent-paid calls originating from business services lines between stations bearing the designations of central offices within the specified LATAs.

Home Region and Region-to-Region calls are timed; for Home Region, the rate is for the first three (3) minutes or fraction thereof; for Region-to-Region calls, the rate is for the first minute or fraction thereof. The letter H indicates that the Home Region rates apply. The charge is for each additional minute shown (in cents) applies to each additional minute or fraction thereof.

COMMON CARRIER SERVICES

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6.8.1.1 LATA 132

(a) Home Region Calling

<u>Region</u>	<u>Initial Period Minutes</u>	<u>Initial Period</u>		<u>Each Additional Minute</u>	
		<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
New York City	3	3	28	1	9
Nassau	1	5	47	1	18
West Suffolk	1	5	47	2	28
East Suffolk	1	1	94	5	47
Lower Westchester	1	5	47	2	18
Upper Westchester	1	5	47	2	28
Rockland	1	5	47	2	28



COMMON CARRIER SERVICES

6.8.1.1 LATA 132 (continued)

(b) Region-to-Region Calling

	From Region	To Region													
		New York City		Nassau		West Suffolk		East Suffolk		Lower Westchstr		Upper Westchstr		Dutchess Rockland	
		Mx	Mn	Mx	Mn	Mx	Mn	Mx	Mn	Mx	Mn	Mx	Mn	Mx	Mn
Initial Minute	New York City	H	H	26.0	6.5	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7
Each Add'l Minute		H	H	9.8	2.4	19.8	4.9	23.8	5.9	9.8	2.4	20.0	5.0	19.6	4.9
Initial Minute	Nassau	26.0	6.5	H	H	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7
Each Add'l Minute		9.8	2.5	H	H	9.0	2.2	12.8	3.2	11.4	5.9	23.8	5.9	23.8	5.9
Initial Minute	West Suffolk	25.0	6.7	25.0	6.7	H	H	26.0	6.5	25.0	6.7	25.0	6.7	25.0	6.7
Each Add'l Minute		19.9	4.9	9.0	2.2	H	H	8.4	2.1	23.8	5.9	23.8	5.9	23.8	5.9
Initial Minute	East Suffolk	25.0	6.7	25.0	6.7	26.0	6.0	H	H	25.0	6.7	25.0	6.7	25.0	6.7
Each Add'l Minute		23.8	5.9	12.8	3.2	8.4	2.1	H	H	23.8	5.9	23.8	5.9	23.8	5.9
Initial Minute	Lower Wchtr	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	H	H	25.0	6.7	22.0	5.5
Each Add'l Minute		9.8	2.4	11.4	2.8	23.6	5.9	23.8	5.9	H	H	9.4	2.3	6.6	1.6
Initial Minute	Upper Wchtr	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	H	H	23.0	5.7
Each Add'l Minute		20.0	5.0	23.8	5.9	23.8	5.9	23.8	5.9	9.4	2.3	H	H	6.8	1.7
Initial Minute	Dutchess Rockland	25.0	6.7	25.0	6.7	25.0	6.7	25.0	6.7	22.0	5.5	23.0	5.7	H	H
Each Add'l Minute		19.6	4.9	23.8	5.9	23.8	5.9	23.8	5.9	6.6	1.6	6.8	1.7	H	H

COMMON CARRIER SERVICES

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6.8.1.2 LATAs 133 Poughkeepsie), 134 (Albany), 136 (Syracuse), 138 (Binghamton), 140 (Buffalo) and 974 (Rochester)

	From <u>Region</u>	To Region			
		Home		<u>Other</u>	
		Mx	Mn	Mx	Mn
Initial Minute	Home	16.0	1.0	25.0	5.5
Each Add'l Minute		2.6	0.6	23.8	1.6

6.8.2.1 Evening Period Discounts from the Business Day rates shown in 6.2.4.1. above:

<u>Minimum</u>	<u>Maximum</u>
5%	80%

6.8.2.2 Night/Weekend Discounts from the Business Day rates shown in 6.2.4.1. above:

<u>Minimum</u>	<u>Maximum</u>
5%	90%

6.8.3 The Business Day Rates apply to the period between 7:00 a.m. and 9:00 p.m., Monday through Friday, legal holidays excepted. Evening Rates apply to the period between 9:00 p.m. and 1:00 p.m., Monday through Friday and 6:00 p.m. and 11:00 p.m. for Sunday. Night and weekend rates apply between 11:00 p.m. and 7:00 a.m. every day, 7:00 a.m. to 11:00 p.m. on Saturdays and 7:00 a.m. to 6:00 p.m. on Sundays. Evening rates apply to the following legal holidays unless a lower rate would otherwise apply: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

COMMON CARRIER SERVICES

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6.9 Special Services

Charges for Special Services shall be the sum of the charges billed to the Company by NYTel or an interexchange carrier pursuant to their effective tariffs plus an administrative charge imposed by the Company in accordance with the schedule below. The administrative charge will vary between the minimums and maximums specified herein on 10 days' prior notice to the Commission and to affected customers:

	<u>Administrative Charge Per Call</u>	
	<u>Min</u>	<u>Max</u>
Customer Dialed		
Calling Card	\$0.25	\$3.75
Operator Station Collect	0.25	3.75
Person-to-Person	0.25	3.75
Directory Assistance	0.25	3.75
All Other Operator-Assisted	0.25	3.75

6.10 Rates for Digital Transmission Services

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate NYTel end offices.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two NYTel end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

COMMON CARRIER SERVICES

6.10.1 DS3 Services

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a one-year minimum service period for each Basic DS3.

In addition to the monthly recurring rate elements described herein, the following additional monthly recurring rate element applies for each DS3 digital channel provided by the Company:

DS3 Local Distribution Channel Mileage (LDC Mileage): This charge applies per each 1/4 mile between the location of each DS3 digital channel endpoint and the NYTel end office which normally serves the geographic area in which that endpoint is located. Mileage is determined according to the V&H coordinates method. Fractions of a 1/4 mile are rounded up to the next 1/4 mile increment before rates are applied.

6.10.1.1 Basic DS3 Rates

(A) Type I DS3 Rates

The following monthly recurring rates apply per each Type I DS3:

Rates		1 Year		3 Year		5 Year	
		Min	Max	Min	Max	Min	Max
Local Distribution Channel (Per Channel)		1000	3000	500	3000	500	3000
Local Distribution Channel (Per 1/4 Mile)		0	200	0	200	0	200
Interoffice Channel Mileage (Fixed)		200	1000	200	1000	200	1000
Interoffice Channel Mileage (Per Mile)		50	300	50	300	50	300
Installation Rate	Min	0					
	Max	3000					
Customer Riser Facility	Min	0					
	Max	1000					

COMMON CARRIER SERVICES

(B) Type II DS3 Rates

The Type II DS3 rates listed below apply only for Type II DS3 channels with at least one endpoint in Manhattan. Type II DS3 channels with neither endpoint located in Manhattan will be provided at the Company's sole discretion on an Individual Case Basis (ICB) only.

The following rates apply per each Type II DS3:

Rates	1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max
Local Distribution Channel (Per Channel)	1000	3000	500	3000	500	3000
Local Distribution Channel (Per ¼ Mile)	0	200	0	200	0	200
Interoffice Channel Mileage (Fixed)	200	1000	200	1000	200	1000
Interoffice Channel Mileage (Per Mile)	50	300	50	300	50	300
Installation Rate	ICB					

The actual non-recurring and recurring rates for DS3 Service will vary between the above-stated max and min rates upon 10 days' prior notice to the Commission and affected customers. Where Special Construction is required, the provisions regarding Special Construction shall apply in addition to the above-listed rates.

6.10.1.2 Volume Discounts

6.10.1.2.1 Local Distribution Channel (Per End)

Number of DS3's	Rate Per DS3 Channel					
	1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max
2 <sup>nd</sup> -3 <sup>rd</sup> Channel	100	2000	100	2000	100	200
4 <sup>th</sup> -9 <sup>th</sup> Channel	100	2000	100	2000	100	200
10 <sup>th</sup> Channel and Over	100	2000	100	2000	100	200

COMMON CARRIER SERVICES

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6.10.1.2.2 Local Distribution Channel Mileage (Per End)

Number of DS3's	Rate Per DS3 Channel					
	1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max
2 <sup>nd</sup> -3 <sup>rd</sup> Channel	20	250	20	250	20	250
4 <sup>th</sup> -9 <sup>th</sup> Channel	20	250	20	250	20	250
10 <sup>th</sup> Channel and Over	20	250	20	250	20	250

NOTES:

1. In addition to the above local distribution channel charges, add the standard fixed and per mile rates.
2. Volume discounts will apply when a customer orders two or more DS3 circuits between the same locations at the same time.

COMMON CARRIER SERVICES

6.10.2 DS1 Rates

6.10.2.1 Basic DS1 Service

This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7 days per week basis between two points. There is a minimum one-year service period for each DS1.

(A) Type I DS1 Rates

The following monthly recurring rates apply per each Type I DS1:

<u>Rates</u>	1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max
Local Distribution Channel (Per Channel)	100	300	100	300	100	300
Interoffice Channel Mileage (Fixed)	20	100	20	100	20	100
Interoffice Channel Mileage (Per Mile)	5	30	5	30	5	30
	Min			Max		
Installation	0			2000		
Customer Riser Facility	0			200		

(B) Type II DS1 Rates

The Type II DS1 rates listed below apply only for Type II DS1 channels with at least one endpoint in Manhattan. Type II DS1 channels with neither endpoint located in Manhattan will be provided at the Company's sole discretion on an Individual Case Basis (ICB) only.

**COMMON CARRIER SERVICES**

The following monthly recurring rates apply per each Type II Basic DS1:

Rates	1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max
Local Distribution Channel (Per Channel)	100	300	100	300	100	300
Interoffice Channel Mileage (Fixed)	20	100	20	100	20	100
Interoffice Channel Mileage (Per Mile)	5	30	5	30	5	30
Installation Rate	ICB					

Each DS1 endpoint served by an interconnected network:

	If endpoint is served from a NYTel End Office where the Company operates a Facility		If endpoint is not served from a NYTel End Office where the Company operates a Facility	
	Min	Max	Min	Max
First LDC at an endpoint location	\$700	\$100	\$2,200	\$350
Each additional LDC at an endpoint location	\$700	\$100	\$2,200	\$350

The actual non-recurring and recurring rates for DS1 Service will vary between the above-stated maximum and minimum rates upon 10 days' prior notice to the Commission and affected customers.

Where Special Construction is required, the provisions regarding Special Construction shall apply in addition to the above-listed rates.

6.10.2.3 Fanout DS1 Service

This service consists of up to 28 DS1 (1.544 Mbps) digital channels which are aggregated into a DS3 Local Distribution Channel ("DS3 LDC") for termination at a common endpoint, available on a 24 hour per day, 7 day per week basis between up to 28 fanout endpoints (DS1) and the common endpoint (DS3). There is a minimum service period of one year.



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COMMON CARRIER SERVICES

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For Fanout DS1 Service, the Customer shall designate a NYTel end office location to serve, for mileage measurement purposes only, as the point (Virtual Node) at which DS1 channels are multiplexed into the DS3 channel. DS3 Local Distribution Channel Mileage shall be calculated as the distance between the DS3 common endpoint and the NYTel end office designated as the Virtual Node. The Interoffice Channel Mileage associated with each Local Distribution Channel (DS3 or DS1) purchased as part of Fanout DS1 Service, is calculated as the distance between the NYTel end office serving the geographic area in which the endpoint of the Local Distribution Channel is located and the NYTel end office designated as the Virtual Node. All mileage calculations associated with Fanout DS1 Service shall be determined according to the V&H coordinates method, with all fractions rounded up before rates are applied.

For each Fanout DS1 Service, the following DS3 and DS1 rate elements shall apply at rates specified in this tariff:

The appropriate non-recurring and monthly recurring charges for one (1) DS3 Local Distribution Channel.

The appropriate monthly recurring charges for DS3 Local Distribution Channel Mileage.

The appropriate DS3 Interoffice Channel Mileage-Fixed and DS3 Interoffice Channel Mileage-Per Mile charges, if applicable.

For each Fanout Channel (a customer may purchase up to 28 Fanout Channels per each Fanout DS1 Service):

The appropriate non-recurring and monthly recurring charges for one (1) DS1 Local Distribution Channel.

The appropriate DS1 Interoffice Channel Mileage-Fixed and DS1 Interoffice Channel Mileage-Per Mile charges, if applicable.

**COMMON CARRIER SERVICES**

In addition to the DS3 and DS1 rate elements listed in the preceding, the following non-recurring and monthly recurring Network Multiplexing Network Mux) rates shall apply for each Fanout DS1 Service:

Service Configuration	Non-Recurring	Monthly Recurring							
		1 Year		3 Year		5 Year			
DS3 Channel between a Client Location and a TC Node	Standard DS3 Schedule								
DS3/1 Mux @ TC Node	Min	Max	Min	Max	Min	Max	Min	Max	
	200	1000	200	1000	200	1000	200	1000	
DS1 Fanout Channel	Standard DS1 Rate Schedule								

The actual non-recurring and monthly recurring rates for Fanout DS1 Service will vary between the above-stated and above-referenced maximum and minimum rates upon 10 days' prior notice to the Commission and affected customers.

Where special construction is required, the provisions regarding Special Construction shall apply in addition to the above-listed and above-referenced rates.

COMMON CARRIER SERVICES

6.10.2.4 Channelized DS1 Service

Channelized DS1 Service provides high capacity (equal to 24 DS0's) service between two customer locations by provisioning standard DS1 point-to-point service and deploying BCM-provided equipment at both locations which breaks down the DS1 pipe to DS0 circuits.

Service Component	Non-Recurring		Monthly Recurring					
			1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max	Min	Max
Unprotected System (per DS1)	200	1000	200	1000	200	1000	200	1000
Protected System (per DS1)	200	1000	200	1000	200	1000	200	1000
Per Mile Rate (above 2 miles)			10	100	10	100	10	100
Analog DS0 Circuit	10	250	5	50	5	50	5	50
2.4 Kbps < 56 Kbps Circuit	10	250	5	75	5	75	5	75
56 or 64 Kbps x N (N>1)	5 x N	250 x N	5 x N	50 x N	5 x N	50 x N	5 x N	50 x N
Design Changes and Reinstallation	25	500						

COMMON CARRIER SERVICES

Optional DS1/0 MUX

Service Component	Non-Recurring		Monthly Recurring					
			1 Year		3 Year		5 Year	
	Min	Max	Min	Max	Min	Max	Min	Max
Additional Unprotected	200	1000	200	1000	200	1000	200	1000
Additional Protected System	200	1000	200	1000	200	1000	200	1000
Analog DS0 Circuit	25	250	5	50	5	50	5	50
2.4 Kbps < 56 Kbps Circuit	25	250	5	50	5	50	5	50
56 or 64 Kbps x N (N>1)	25 x N	250 x N	5 x N	50 x N	5 x N	50 x N	5 x N	50 x N
Monitoring through DACS			50	500	50	500	50	500

6.10.3 DS0 Services

6.10.3.1 Basic DS0 Service

The service consists of a DS0 capacity channel with the characteristics specified in this tariff, available on a 24 hour per day, 7 day per week basis between two points. There is a minimum service requirement of ninety days per DS0.

COMMON CARRIER SERVICES

The following rates apply:

DS0 Service	Non-Recurring		Monthly Recurring					
			DS0 Local Distribution Channel (each)		DS0 Mileage (fixed)		DS0 Mileage (per mile)	
	Min	Max	Min	Max	Min	Max	Min	Max
2 wire voice grade	0	500	10	40	10	60	.50	10
4 wire voice grade	0	500	20	60	10	60	.50	10
2.4 Kbps < 56 Kbps Circuit	0	500	20	100	10	60	.50	10
56 or 64 Kbps	0	500	20	100	10	60	.50	10
56 or 64 Kbps x N (N>1)	0 x N	500 x N	20 x N	100 x N	10 x N	60 x N	.50 x N	10 x N
Fractional DS1	80 x N	260 x N	60 x N	120 x N	30 x N	65 x N	.50 x N	10 x N

\*Note on Fractional DS1 Rates:

As described in this tariff, Fractional DS1 can be provided at any speed between 56 Kbps and 1.544 Mbps, provided that the speed is in multiples of either 56 or 64 kbps. In the recurring and non-recurring fractional DS1 rates shown above, N = the number of multiples of 56 or 64 kbps which comprise the speed of a given Fractional DS1. E.g., for a 112 or 128 kbps circuit, N = 2; for a 168 or 192 kbps circuit, N = 3; for a 224 or 256 Kbps circuit, N = 4; for a 280 or 320 kbps circuit, N = 5; etc. Regardless of the value of N, the non-recurring installation rate for a Fractional DS1 shall not exceed \$3000. The actual non-recurring and recurring rate for Basic DS0 service will vary between the above-stated maximums and minimums upon 10 days' prior notice to the Commission and affected customers. Section 6.5, Special Construction, shall apply in addition to the above-listed rates.

6.10.3.2 Fanout DS0 Service

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**COMMON CARRIER SERVICES**

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This service consists of up to 24 DS0 capacity channels which are aggregated into one DS1 Local Distribution Channel ("DS1 LDC") for termination at a common endpoint, available on a 24 hour per day, 7 day per week basis between up to 24 Fanout endpoints (DS0) and the common endpoint (DS1). There is a minimum service period of one year. For Fanout DS0 Service, the Customer shall designate a NYTel end office location to serve (for mileage measurement purposes only) as the point (Virtual Node) at which DS0 channels are multiplexed into the DS1 Channel. Interoffice Channel Mileage associated with each Local Distribution Channel (DS1 or DS0) purchased as part of Fanout DS0 Service is calculated as the distance between the NYTel end office serving the geographic area in which the endpoint of the Local Distribution Channel is located and the NYTel end office designated as the Virtual Node. All mileage calculations associated with Fanout DS0 Service shall be determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 41 with all fractions rounded up before rates are applied.

For each Fanout DS0 Service, the following DS1 and DS0 rate elements apply at rates specified in this tariff:

The appropriate non-recurring and monthly recurring charges for one (1) DS1 LDC.

The appropriate DS1 Interoffice Channel Mileage-Fixed and Interoffice Channel Mileage-Per Mile charges, if applicable.

For each Fanout Channel (a customer may purchase up to 24 Fanout Channels per each Fanout DS0 Service):

The appropriate non-recurring and monthly recurring charges for one (1) DS0 LDC.

The appropriate DS0 Interoffice Channel Mileage-Fixed and Interoffice Channel Mileage-Per Mile charges, if applicable.

**COMMON CARRIER SERVICES**

In addition to the preceding rate elements, the following recurring Network Multiplexing rates shall apply for each Fanout DS0 service:

Standard Rate Element	Non-Recurring		Monthly Recurring					
			1 Year		3 Year		5 Year	
DS1 Service	Standard DS1 Rate Schedule							
DS1/0 Mux @ TC Node	Min	Max	Min	Max	Min	Max	Min	Max
	0	500	100	500	100	500	100	500
DS1 Fanout Channel	Apply appropriate DS1 Non-Recurring Charge		Standard DS1 Rate Schedule					

The actual non-recurring and monthly recurring rates for Fanout DS0 service will vary between the above-stated/referenced maximum and minimum rates upon 10 days' prior notice to the Commission and affected customers. Where special construction is required, the provisions regarding Special Construction shall apply in addition to the above stated/referenced rates.

6.10.4 BCMLINK SERVICE

6.10.4.1 Local Distribution Channel:

<u>Non-recurring</u>	<u>Min</u> \$0	<u>Max</u> \$2,000
<u>Recurring (per month)</u>	<u>Min</u>	<u>Max</u>
1 year	\$500	\$3,000
3 years	\$500	\$3,000
5 years	\$500	\$3,000

COMMON CARRIER SERVICES

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6.10.4.2 Interoffice Channel Mileage-Fixed:

<u>Recurring (per month)</u>	<u>Min</u>	<u>Max</u>
1 year	\$500	\$3,000
3 years	\$500	\$3,000
5 years	\$500	\$3,000

6.10.4.3 Interoffice Channel Mileage-Per Mile:

<u>Recurring (per month)</u>	<u>Min</u>	<u>Max</u>
1 year	\$100	\$300
3 years	\$100	\$300
5 years	\$100	\$300

6.10.4.4 Fiber Redundancy (Per Local Distribution Channel)

	<u>Min</u>	<u>Max</u>
<u>Non-recurring</u>	\$0	\$1,000
<u>Recurring (per month)</u>	<u>Min</u>	<u>Max</u>
1 year	\$200	\$1,000
2 years	\$200	\$1,000
3 years	\$200	\$1,000
5 years	\$200	\$1,000

6.10.4.5 Port Redundancy (Per Local Distribution Channel)

	<u>Min</u>	<u>Max</u>
Non-recurring	\$0	\$1,000
Recurring	<u>Min</u>	<u>Max</u>
1 year	\$50	\$500
2 years	\$50	\$500
3 years	\$50	\$500
5 years	\$50	\$500



COMMON CARRIER SERVICES

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6.10.4.6 Volume Discounts

Volume discounts apply when a Customer orders two or more BCMLINK circuits between the same locations at the same time.

Non-Recurring Discount

	<u>Min</u>	<u>Max</u>
1 <sup>st</sup> Circuit	0%	0%
2 <sup>nd</sup> Circuit	0%	100%
3 <sup>rd</sup> Circuit	0%	100%
4 <sup>th</sup> Circuit	0%	100%
>4 <sup>th</sup> Circuit	0%	100%

Recurring Discount

	<u>Min</u>	<u>Max</u>
1 <sup>st</sup> Circuit	0%	0%
2 <sup>nd</sup> Circuit	0%	80%
3 <sup>rd</sup> Circuit	0%	80%
4 <sup>th</sup> Circuit	0%	80%
>4 <sup>th</sup> Circuit	0%	100%

6.11 InterLATA Rates

The Customer must select one of the Optional Calling Plans (OCPs) for InterLATA Toll Calls and advise the Company of its selection prior to commencement of service to the Customer. The Customer may change from one OCP to another OCP effective with the first day of the Company's next billing cycle upon at least 10 days' notice to the Company.

6.11.1 Optional Calling Plan I for InterLATA Toll Calls

The rates for interLATA toll calls provided under OCP I range between the maximum and minimum charges set forth below. The actual rates will vary between the stated range upon 10 days prior notice to the Commission and affected customers.

COMMON CARRIER SERVICES

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6.11.2 Business Day Rates

<u>Rate Step</u>	<u>Miles</u>	<u>First Minute</u>		<u>Each Add'l Minute</u>	
		<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
1	0-18	.10	.45	.04	.20
2	19-30	.12	.50	.05	.30
3	31-44	.14	.60	.06	.35
4	45-56	.15	.65	.07	.40
5	57-70	.15	.70	.08	.40
6	71-104	.16	.70	.09	.45
7	105-164	.16	.75	.10	.45
8	165 and over	.17	.75	.11	.50

6.11.2.1 Evening Period Discounts from the Business Day rates shown in 6.11.2. above:

<u>Minimum</u>	<u>Maximum</u>
5%	80%

6.11.2.2 Night/Weekend Discounts from the Business Day rates shown in 6.11.2.1. above:

<u>Minimum</u>	<u>Maximum</u>
5%	90%

6.11.2.3. The Business Day Rates apply to the period from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, legal holidays excepted. Evening Rates apply to the period from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday. Night and weekend rates apply from 11:00 p.m. to (but not including) 8:00 a.m. every weekday, from 8:00 a.m. to (but not including) 11:00 p.m. on Saturdays and 8:00 a.m. to (but not including) 5:00 p.m. on Sundays. Evening rates will apply to the following legal holidays unless a lower rate would otherwise apply: New Year's Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

6.11.2.4 Discounts apply to the charge for the initial minute occurring within the discount period and to all additional minutes occurring within each discount period. The duration of a call is rounded up to the next whole minute.

COMMON CARRIER SERVICES

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6.11.3 Optional Calling Plan II for InterLATA Toll Calls (OCP II)

All InterLATA toll calls provided under OCP II are provided at a uniform distance insensitive usage charge per minute plus a monthly recurring subscription charge. The monthly recurring charge shall vary depending on the number of lines subscribed to the service. A one-time non-recurring charge shall be applied based upon the number of lines added. When additional lines are subscribed to the service after the initial service installation, the non-recurring charge applied to the additional lines shall be the difference between the non-recurring charge applicable upon the additional subscription minus the Non-Recurring charge applicable prior to the additional subscription. In some cases, no non-recurring charge would be billed.

6.11.3.1 Subscription Charge

<u>Number of Lines</u>	<u>Monthly Recurring</u>		<u>Non-Recurring</u>	
	Min	Max	Min	Max
1 - 5	\$50	\$141	\$100	\$282
6 - 10	100	282	200	564
11 - 25	150	423	300	846
26 - 50	200	564	400	1128
51 - 75	250	705	500	1410
76 - 100	300	846	600	1692
101 - 125	350	987	700	1974
126 - 150	400	1128	800	2256
151 - 185	450	1269	900	2538
186 - 220	500	1410	1000	2820
221 - 255	550	1551	1100	3102
256 - 290	600	1692	1200	3384
291 - 325	650	1833	1300	3666
326 - 360	700	1974	1400	3948
361 - 400	750	2115	1500	4230
401 and over	ICB	ICB	ICB	ICB

COMMON CARRIER SERVICES

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6.11.3.2. Usage Charges

Usage charges shall range between the maximum and minimum charges per minute set forth below. The actual rates will vary within the stated range upon 10 days prior notice to the Commission and affected customers.

Per Minute

<u>Minimum</u>	<u>Maximum</u>
\$0.15	\$0.42

6.12 Special Construction

6.12.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

6.12.2 Basis of Cost Computation

The costs referred to herein may include one or more of the following items to the extent that they are applicable:

- (A) installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed cost includes the cost of:
  - (1) Equipment and materials provided or used,
  - (2) Engineering, labor and supervision,
  - (3) Transportation, and
  - (4) Rights of way;
- (B) Cost of maintenance;
- (C) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage,

COMMON CARRIER SERVICES

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- (D) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) License preparation, processing and related fees;
- (F) Tariff preparation, processing and related fees;
- (G) Any other identifiable costs related to the facilities provided; or
- (H) An amount for return and contingencies.

6.12.3 Termination Liability

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

6.12.3.1 The termination liability period is the estimated service life of the facilities provided.

6.12.3.2 The amount of the maximum termination liability is equal to the estimated amount for:

- (1) Installed cost of the facilities provided including estimated costs for facilities and/or construction of new facilities as appropriate, less net salvage. Installed cost includes the cost of:
  - (a) Equipment and materials provided or used,
  - (b) Engineering, labor and supervision,
  - (c) Transportation, and
  - (d) Rights of way;
- (2) License preparation, processing, and related fees;
- (3) Tariff preparation, processing, and related fees;
- (4) Cost of removal and restoration, where appropriate; and
- (5) Any other identifiable costs related to the specially constructed or rearranged facilities.

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COMMON CARRIER SERVICES

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6.12.3.4 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of the charge is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount thus determined is adjusted to reflect the estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect taxes.

6.13 Individual Case Base (ICB) Arrangements

Rates for ICB Arrangements are developed on a case-by-case basis in response to a bona fide request from a Customer to develop a competitive bid. Rates quoted in response to such competitive requests will be set at a level that is at least equal to the relevant incremental costs for the requested service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

6.14 Special Arrangements

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges based upon cost will apply.

6.15 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential customer to a service not previously received by the Customer. The specific terms of each promotional program shall be filed with the Commission as part of the Carrier's flexible rate schedule at least three days' prior to its effective date.

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COMMON CARRIER SERVICES

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Rates for Individual Case Basis Arrangements and  
Special Construction

- 6 Rates for Individual Case Basis Arrangements and Special Construction
- 6.1 Rates for Individual Case Basis Arrangements
- 6.1.1 None
- 6.2 Rates for Special Construction
- 6.2.1 None

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COMMON CARRIER SERVICES

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Special Services And Programs

7.1 Lifeline Telephone Service

7.1.1 Lifeline Telephone Service Options

7.1.1.1 Flat Rate Lifeline Service

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

7.1.1.2 Basic Lifeline Service

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

7.1.2 Eligibility

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

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

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



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**COMMON CARRIER SERVICES**

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7.1 Lifeline Telephone Service (cont'd)

7.1.2 Eligibility (cont'd)

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

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

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

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

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COMMON CARRIER SERVICES

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7.1 Lifeline Telephone Service (cont'd)

7.1.3 Charges

A qualified customer may choose one of the Lifeline services as described above. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 7.2, following.

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

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

7.2 Link Up America

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

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in 7.1.2, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

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**COMMON CARRIER SERVICES**

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7.3 Special Equipment For The Hearing Or Speech Impaired Customer

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

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COMMON CARRIER SERVICES

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7.4 Discounted Service For The Hearing Or Speech Impaired Customer

7.4.1 General

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

7.4.2 Certification

Acceptable certifications are:

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

7.4.3 Qualification

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

7.4.4 Billing

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

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**COMMON CARRIER SERVICES**

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7.5 Universal Emergency Telephone Number Service

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

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**COMMON CARRIER SERVICES**

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7.6 New York Relay Service

7.6.1 General

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

7.6.2 Regulations

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

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COMMON CARRIER SERVICES

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7.6 New York Relay Service (cont'd)

7.6.2 Regulations (cont'd)

d. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service;
2. calls to time or weather recorded messages;
3. station sent paid calls from coin telephones; and
4. operator-handled conference service and other teleconference calls.

7.6.3 Liability

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

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COMMON CARRIER SERVICES

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7.7 Special Credit Card For Blind And Disabled Persons

7.7.1 General

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

7.7.2 Rates

Within the Company's Territory:

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

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

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

7.7.3 Qualification

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

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

7.7.3.2 "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.

7.7.3.3 Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.



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COMMON CARRIER SERVICES

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7.7 Special Credit Card For Blind And Disabled Persons (Cont'd)

7.7.4 Billing Authorization

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

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

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

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**COMMON CARRIER SERVICES**

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7.8 Schools And Libraries Discount Program

7.8.1. General

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

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

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**COMMON CARRIER SERVICES**

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7.8 Schools And Libraries Discount Program (Cont'd)

7.8.2. Regulations

1. Obligation of eligible schools and libraries

a. Requests for service

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

3. Services requested will be used for educational purposes.

4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. Obligations of the Company

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

b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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**COMMON CARRIER SERVICES**

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7.8 Schools And Libraries Discount Program (Cont'd)

7.8.2. Obligations of the Company (Cont'd)

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

7.8.3. Discounted Rates for Schools and Libraries

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

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COMMON CARRIER SERVICES

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7.9 Health Care Providers Support Program

7.9.1. General

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

7.9.2. Regulations

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

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COMMON CARRIER SERVICES

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7.9 Health Care Providers Support Program

7.9.2. Regulations (Cont'd)

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

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

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**COMMON CARRIER SERVICES**

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7.9 Health Care Providers Support Program (Cont'd)

7.9.2. Regulations (Cont'd)

e. Responsibility of the Company

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

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COMMON CARRIER SERVICES

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7.9 Health Care Providers Support Program (Cont'd)

7.9.3. Rates and Charges

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

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



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COMMON CARRIER SERVICES

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7.10 Blocking Service

7.10.1 General

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

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

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

- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

7.10.2 Regulations

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

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COMMON CARRIER SERVICES

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7.10.3 Rates and Charges

.1 Recurring and Nonrecurring Charges

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

Nonrecurring Charge

	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$10.00
900, 971, 974, and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.00	\$10.00

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

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COMMON CARRIER SERVICES

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7.10.3 Rates and Charges (cont'd)

7.10.3.1 Recurring and Nonrecurring Charges (cont'd)

Monthly Charges

Third Number Billed and Collect Call Restriction	<u>Minimum</u>	<u>Maximum</u>
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- Residential \$0.00	\$5.00	
- Business (up to 200 lines)	\$0.00	\$5.00

Toll Restriction

- Residential \$0.01	\$5.00	
- Business (up to 200 lines)	\$0.01	\$5.00

Toll Restriction Plus

- Residential \$0.01	\$5.00	
- Business (up to 200 lines)	\$0.01	\$5.00

Direct Inward Dialing Blocking  
(Third Party and Collect Call)

- Initial Activation	\$0.01	\$50.00
- Subsequent Activation (per line) \$0.01	\$10.00	

7.10.3.2 Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

7.10.3.3 Connection charges apply as specified in Section 3 of this tariff.

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COMMON CARRIER SERVICES

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7.11 Automatic Number Identification

7.11.1 Regulations

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

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

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**COMMON CARRIER SERVICES**

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7.11.1 Regulations (Cont'd)

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

7.11.2 Terms and Conditions

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

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COMMON CARRIER SERVICES

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7.12 Primary Interexchange Carrier Change Charge

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

Minimum: \$ 0.00

Maximum: \$ 5.00

7.13 Flexible Pricing

7.13.1 General

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

7.13.2 Conditions

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

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COMMON CARRIER SERVICES

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7.14 Additional Provisions Applicable To Business Customers

7.14.1 Application of Rates

a. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:

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

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

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**COMMON CARRIER SERVICES**

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7.14 Additional Provisions Applicable To Business Customers (Cont'd)

7.14.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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

7.14.3 Deposits

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

7.14.4 Dishonored Checks

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



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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers

7.15.1 Application of Rates

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

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

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

2.11.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.3 Deposits

a. General

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

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

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

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.3 Deposits (cont'd)

b. Customers Exempt from Deposits

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.3 Deposits (cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 7.15.7 below.)

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

7.15.4 Installment Billing For Nonrecurring Charges

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.4 Installment Billing For Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.5 Adjusted Payment Schedule

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

7.15.6 Suspension or Termination for Nonpayment

a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.

b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.

c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.7 Deferred Payment Agreements

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

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

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

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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.8 Dishonored Checks

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

7.15.9 Suspension or Termination - Abandonment

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

7.15.10 Suspension or Termination - Medical Emergencies

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



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COMMON CARRIER SERVICES

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7.15 Additional Provisions Applicable To Residential Customers (Cont'd)

7.15.11 Suspension or Termination - Elderly, Blind or Disabled

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

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

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

7.15.12 Backbilling for Residential Customers

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

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**COMMON CARRIER SERVICES**

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7.16      Return Check Charge

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

**COMMON CARRIER SERVICES**

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Rates for Individual Case Basis Arrangements and  
Special Construction

- 8 Rates for Individual Case Basis Arrangements and Special Construction
- 8.1 Rates for Individual Case Basis Arrangements
- 8.1.1 None
- 8.2 Rates for Special Construction
- 8.2.1 None

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COMMON CARRIER SERVICES

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Rates for Business Service

2.5.2 Tax Surcharges

Filed pursuant to the Public Service Commission's Order in Case 98-M-0489.

Gross Revenue Tax Surcharges

The following Gross Revenue Tax Surcharges are applicable for the associated time period as follows:

<u>Period</u>	<u>Services Provided for Resale</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
October 1, 1998- December 31, 1999	0.7557%	3.8870%	4.1149%
January 1, 2000- June 30, 2000	0.7557%	3.0919%	3.3198%
July 1, 2000 and after	0.3764%	2.8273%	2.9405%

Metropolitan Transportation Business Tax Surcharge

The following Metropolitan Transportation Business Tax Surcharge (MT A Tax) is applicable for the associated time periods as follows:

<u>Period</u>	<u>Services Provided for Resale</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
October 1, 1998 and After	0.1277%	0.6890%	0.7300%

Surcharges based on other Taxes based on Revenues (other than net income) and contributions required by federal, state or local regulatory authorities

The surcharge (Rate) shall be computed on the relevant tax or contribution base (Base) by the following formula:

Surcharge equals  $((1/(1-\text{Rate})) \times \text{Base}) - \text{Base}$ .

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COMMON CARRIER SERVICES

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CURRENT RATES

SECTION 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT (cont'd)

*Inside Wire Maintenance Plan*

The Inside Wire Maintenance (IWM) Plan is an optional service BCM provides its telephone customers to guard the customer against unforeseen maintenance or repairs to the customer's telecommunication wires and/or phone jacks.

IWM covers the service call, diagnosis of the problem, and repair of certain types of damage to the telecommunication wires traveling from the NID up to the phone jacks inside the premise. IWM also covers the phone jacks inside the premise.

Some conditions are not covered by IWM. This plan does not cover the following:

- Damages or problems that existed prior to the activation of IWM
- Repairs to any customer premise equipment (phones, phone cords, faxes, modems, etc.)
- Repairs to any telecommunication wire connecting customer premise equipment to a phone jack.
- Damages or problems caused by inappropriate or non -standard telecommunication wiring practices
- Damages or problems caused by negligent or intentional acts by customer, or any third party not authorized by BCM One, Inc.
- Damage or problems caused by using faulty or defective equipment such as faxes, modems, phones, answering machines, surge protectors, etc.
- Damage or problems caused by alterations or additions to the telecommunications wires connecting the NID to phone jacks that are not authorized by BCM One, Inc.
- Repair to any exterior phone jack
- Repair of wiring in boat slips and special waterproof boat cords and jacks
- Removal of hard -wired phones and their replacement with modular phone jacks
- Damage or problems caused by wire taps
- Damages or problems occurring in the horizontal or riser cable found in multi -unit dwellings
- Damages or problems of the telecommunication wires occurring in commercially owned properties or other commercial multi-unit dwellings such as apartments
- IWM is not available with certain services such as W A TS and 800 services

**Availability**

Service is available in both Verizon West, and Verizon East for Business.

**Limitations/Restrictions**

Service available only on POTS, Centrex, Analog PBX or ISDN BRI classes of service on Wholesale Advantage and Resale lines.

**Monthly Recurring Charge**

New York

**Pricing**

\$2.00/line

COMMON CARRIER SERVICES

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5 Residential Services

5.2.2 Message Rate Service

5.2.2.2 Recurring and Nonrecurring Charges

Monthly Recurring Charges

Each Base Service Line	\$6.11
Basic Life Line	\$1.00
Home Region Calling (per call)	\$0.106
Region-to-Region Calling (per minute or fraction)	\$0.07

6.3.2 Message Rate Basic Business Line Service

Recurring and Nonrecurring Charges

Monthly Recurring Charges:

Each Service Line	\$30.00
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6.8.1.1 LATA 132

(a) Home Region Calling

<u>Region</u>	<u>Initial Period Minutes</u>	<u>Initial Period</u>	<u>Each Additional Minute</u>
New York City	3	\$0.08	\$0.013
Nassau	3	\$0.08	\$0.013
West Suffolk	3	\$0.08	\$0.013
East Suffolk	3	\$0.08	\$0.013
Lower Westchester	3	\$0.08	\$0.013
Upper Westchester	3	\$0.08	\$0.013
Rockland	3	\$0.08	\$0.013

COMMON CARRIER SERVICES

6.8.1.1 LATA 132 (continued)

(b) Region-to-Region Calling

	From Region	To Region						
		New York City	Nassau	West Suffolk	East Suffolk	Lower Westchstr	Upper Westchstr	Dutchess Rockland
Initial Minute	New York City	H	11.0	11.0	11.0	11.0	11.0	11.0
Each Add'l Minute	New York City	H	8.0	8.0	8.0	8.0	8.0	8.0
Initial Minute	Nassau	11.0	H	11.0	11.0	11.0	11.0	11.0
Each Add'l Minute	Nassau	8.0	H	8.0	8.0	8.0	8.0	8.0
Initial Minute	West Suffolk	11.0	11.0	H	11.0	11.0	11.0	11.0
Each Add'l Minute	West Suffolk	8.0	8.0	H	8.0	8.0	8.0	8.0
Initial Minute	East Suffolk	11.0	11.0	11.0	11.0	11.0	11.0	11.0
Each Add'l Minute	East Suffolk	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Initial Minute	Lower Wchtr	11.0	11.0	11.0	11.0	H	11.0	11.0
Each Add'l Minute	Lower Wchtr	8.0	8.0	8.0	8.0	H	8.0	8.0
Initial Minute	Upper Wchtr	11.0	11.0	11.0	11.0	11.0	H	11.0
Each Add'l Minute	Upper Wchtr	8.0	8.0	8.0	8.0	8.0	H	8.0
Initial Minute	Dutchess Rockland	11.0	11.0	11.0	11.0	11.0		H
Each Add'l Minute	Dutchess Rockland	8.0	8.0	8.0	8.0	8.0		H

**COMMON CARRIER SERVICES**

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6.8.1.2 LATAs 133 Poughkeepsie), 134 (Albany), 136 (Syracuse), 138 (Binghamton), 140 (Buffalo) and 974 (Rochester)

(a) Home Region Calling

<u>Region</u>	<u>Initial Period</u> <u>Minutes</u>	<u>Initial Period</u>	<u>Each Additional Minute</u>
Home	3	\$0.08	\$0.013

(b) Region-to-Region Calling

<u>Region</u>	<u>Initial Period</u> <u>Minutes</u>	<u>Initial Period</u>	<u>Each Additional Minute</u>
Home	3	\$0.011	\$0.08

6.9 Special Services

	<u>Administrative Charge Per Call</u>
Customer Dialed Calling Card	\$0.40
Person-to-Person	\$3.49
Operator 3 <sup>rd</sup> Number	1.33
All Other Operator-Assisted	1.58



**COMMON CARRIER SERVICES**

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6.10.1.1 Basic DS3 Rates

Non-Recurring Charge (per local distribution channel)

Company-provided	\$0.00
Alternate-provided	\$1,275

Monthly Charges

Basic

Rates	1 Year	3 Year	5 Year
Local Distribution Channel (Per Channel)	\$1,473	\$1,325	\$958
Local Distribution Channel (Per ¼ Mile)	\$65	\$58	\$42
Interoffice Channel Mileage (Fixed)	\$66	\$59	\$43
Interoffice Channel Mileage (Per Mile)	\$185	\$166	\$120

Customer Riser Facility	\$500
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Mixed Vendor

Rates	1 Year	3 Year	5 Year
Local Distribution Channel (Per Channel)	\$1,511	\$1,360	\$983
Local Distribution Channel (Per ¼ Mile)	\$66	\$59	\$43
Interoffice Channel Mileage (Fixed)	\$684	\$616	\$445
Interoffice Channel Mileage (Per Mile)	\$190	\$171	\$124

Customer Riser Facility	\$500
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**COMMON CARRIER SERVICES**

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6.10.2 DSI Rates

6.10.2.1 Basic DSI Service

Non-Recurring Charge (per local distribution channel)

Company-provided	\$195
Alternate-provided – no interoffice	\$585
Alternate provided – with interoffice	\$1,110

Basic

Rates	1 Year	3 Year	5 Year
Local Distribution Channel (Per Channel)	\$190	\$162	\$143
Local Distribution Channel (Per ¼ Mile)	\$19	\$16	\$14
Interoffice Channel Mileage (Fixed)	\$63	\$53	\$47
Interoffice Channel Mileage (Per Mile)	\$185	\$166	\$120

Customer Riser Facility	\$50
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**COMMON CARRIER SERVICES**

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6.10.2 DSI Rates

6.10.2.1 Basic DS1 Service

Non-Recurring Charge (per local distribution channel)

Mixed Vendor

Rates	1 Year	3 Year	5 Year
Local Distribution Channel (Per Channel)	\$195	\$166	\$146
Local Distribution Channel (Per ¼ Mile)	\$20	\$17	\$15
Interoffice Channel Mileage (Fixed)	\$64	\$55	\$48
Interoffice Channel Mileage (Per Mile)	\$190	\$171	\$124

Customer Riser Facility	\$50
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Rates	Non-Recurring	Per Month		
		1 Year	3 Year	5 Year
DS3 to DS1 - Multiplexing	\$0	\$905	\$813	\$587
DS1-to-DS0 – Multiplexing	\$0	\$397	\$338	\$297

COMMON CARRIER SERVICES

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6.10.3 DS0 Services

6.10.3.1 Basic DS0 Service

DS0 Service	Non-Recurring	Monthly Recurring		
		DS0 Local Distribution Channel (each)	DS0 Mileage (fixed)	DS0 Mileage (per mile)
2 wire voice grade	\$200	\$29	\$3.70	
4 wire voice grade	\$300	\$47.50	\$3.70	
2.4 Kbps < 56 Kbps Circuit	\$200	\$68.00	\$1.57	
56 or 64 Kbps	\$200	\$68.00	\$1.57	
56 or 64 Kbps x N (N > 1)	\$150 x N (\$3,000 maximum)	\$\$55 X N	\$1.57	

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COMMON CARRIER SERVICES

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6.10.4 MCILINK SERVICE

Non-recurring Charges

Local Distribution Channel	\$925
Fiber Redundancy	\$375
Port Redundancy	\$250

6.10.4.1 Monthly Charges

Local Distribution Channel:

Recurring

1 year	\$1,450
2-year	\$1,200
3 years	\$900
5 years	\$750

6.10.4.2 Interoffice Channel Mileage-Fixed:

Recurring

1 year	\$1,450
2-year	\$1,200
3 years	\$900
5 years	\$750

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COMMON CARRIER SERVICES

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6.10.4.3 Interoffice Channel Mileage-Per Mile:

Recurring

1 year	\$200
2-year	\$175
3 years	\$160
5 years	\$140

6.10.4.4 Fiber Redundancy (Per Local Distribution Channel)

Recurring (per month)

1 year	\$525
2 years	\$450
3 years	\$400
5 years	\$350

6.10.4.5 Port Redundancy (Per Local Distribution Channel)

Non-recurring

Recurring

1 year	\$225
2 years	\$200
3 years	\$175
5 years	\$150

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COMMON CARRIER SERVICES

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6.10.4.6 Volume Discounts

Non-Recurring Discount

1 <sup>st</sup> Circuit	0%
2 <sup>nd</sup> Circuit	50%
3 <sup>rd</sup> Circuit	50%
4 <sup>th</sup> Circuit	50%
>4 <sup>th</sup> Circuit	50%

Recurring Discount

1 <sup>st</sup> Circuit	0%
2 <sup>nd</sup> Circuit	20%
3 <sup>rd</sup> Circuit	35%
4 <sup>th</sup> Circuit	50%
>4 <sup>th</sup> Circuit	ICB

6.11.3 Optional Calling Plan II for InterLATA Toll Calls (OCP II)

6.11.3.2. Usage Charges

<u>Per Minute</u>	<u>\$0.10</u>
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COMMON CARRIER SERVICES

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7.8.3 Schools And Libraries Discount Matrix

How Disadvantaged

% of students eligible for national school  
lunch program

	<u>% Discount Level</u>	
	<u>Urban Discount</u>	<u>Rural Discount</u>
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90



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COMMON CARRIER SERVICES

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7.10.3.1	<u>Blocking</u>	
	<u>Nonrecurring Charge</u>	
	<u>900 and 700 Blocking</u>	
	Residential	\$0.00
	Business (up to 200 lines)	\$10.00
	<u>900, 971, 974, and 700 Blocking</u>	
	Residential	\$0.00
	Business (up to 200 lines)	\$10.00