

Metropolitan Telecommunications dba MetTel  
P.S.C. No. 5 – Access Services  
Effective Date: January 13, 2024

Section: 0  
Leaf: 1  
Revision: 0  
Superseding Revision:

---

Metropolitan Telecommunications dba MetTel

ACCESS SERVICES

REGULATIONS, RATES AND SCHEDULE OF INTRASTATE CHARGES

Applying to the Provision of Access Services within a  
Local Access and Transport Area (LATA)  
for Connection to Intrastate Communications Facilities  
for Customers within the Operating Territory of  
Metropolitan Telecommunications dba MetTel  
within the State of New York

P.S.C. No. 5 supersedes P.S.C. No. 2 in its entirety.

---

Issued By: Andoni Economou, Chief Operating Officer and EVP  
55 Water Street, Floor 32  
New York, New York 10041

## CONTACTING THE PUBLIC SERVICE COMMISSION

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

1. By Phone:

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

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

3. By Mail:

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

---

## Table of Contents

	PAGE
Section 1 – General Regulations	
1.1 Application of Tariff .....	1
1.2 Definitions .....	1
1.3 Undertaking of the Company .....	6
Section 2 – Rules and Regulations .....	1
2.1 Use of Facilities and Service.....	1
2.2 Minimum Period of Service .....	3
2.3 Flexible Pricing .....	4
2.4 Payment for Services Rendered .....	5
2.5 Deposits .....	6
2.6 Advance Payments .....	7
2.7 Disputed Bills .....	7
2.8 Inspection, Testing and Adjustment .....	8
2.9 Suspension or Termination of Service.....	9
2.10 Obligations of the Customer .....	16
2.11 Automatic Number Identification .....	21
Section 3 – Switched Access Service .....	1
3.1 General.....	1
3.2 Rate Categories.....	2
3.3 Obligations of the Company .....	4
3.4 Obligations of the Customer .....	7
3.5 Rate Regulations .....	9
3.6 Rates and Charges .....	14

---

Table of Contents (Cont'd)

Section 4 – Reciprocal Compensation.....	1
4.1    General.....	1
4.2    Measurement of Access Minutes and Determination of Balance.....	1
4.3    Other Conditions .....	1
4.1    Rates and Charges .....	1
Section 5 – Billing and Collection .....	1
5.1    Automatic Number Identification.....	1
5.2    Rates and Charges .....	1

Metropolitan Telecommunications dba MetTel  
P.S.C. No. 5 – Access Services  
Effective Date: January 13, 2024

Section: 0  
Leaf: 5  
Revision: 0  
Superseding Revision:

---

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

---

Issued By:

Andoni Economou, Chief Operating Officer and EVP  
55 Water Street, Floor 32  
New York, New York 10041

Explanation of Notes

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

---

## Section 1 – General Regulations

### 1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by the Company to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

### 1.2 Definitions

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

---

## Section 1 – General Regulations (Cont'd)

### 1.2 Definitions (Cont'd)

**CENTRAL OFFICE** - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**CHANNEL** - A communications path between two or more points of termination.

**COMMUNICATIONS SYSTEM** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

**COMPANY** – Metropolitan Telecommunications dba MetTel.

**CONSTRUCTIVE ORDER** – Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

**CUSTOMER** - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

**END OFFICE SWITCH** - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.



---

## Section 1 – General Regulations (Cont'd)

### 1.2 Definitions (Cont'd)

**END USER** - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**ENTRY SWITCH** - First point of switching.

**EXCHANGE** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**FACILITIES** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**INTERSTATE COMMUNICATIONS** - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

**INTRASTATE COMMUNICATIONS** - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

---

## Section 1 – General Regulations (Cont'd)

### 1.2 Definitions (Cont'd)

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL CALLING AREA** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line.

**ON-HOOK** - The idle condition of Switched Access Service or a telephone exchange line.

**ORIGINATING DIRECTION** - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

**POINT OF TERMINATION** - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**SERVING WIRE CENTER** - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

---

## Section 1 – General Regulations (Cont'd)

### 1.2 Definitions (Cont'd)

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**TERMINATING DIRECTION** - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**TRANSMISSION PATH** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**TRUNK** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**TRUNK GROUP** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**WIRE CENTER** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

## Section 1 – General Regulations (Cont'd)

### 1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

---

Section 1 – General Regulations (Cont'd)

1.3.1 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Section 1 – General Regulations (Cont'd)

1.3.1 Provisions of Equipment and Facilities (cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

---

## Section 1 – General Regulations (Cont'd)

### 1.3.2 Liability of the Company

- A. The liability of the Company for damages arising out of or associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, furnishing, preemption, termination, maintenance, repair or restoration of any service or facilities of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption not to exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; criminal actions; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Carriers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities or due to the unauthorized use of services from Customer premises.

---

## Section 1 – General Regulations (Cont'd)

### 1.3.2 Liability of the Company (cont'd.)

- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of these provisions as a condition precedent to such installations.
- F. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other Carriers shall be deemed to be agents or employees of the Company.
- G. The Company shall be indemnified, defended and held harmless by the End-User against any claim, loss or damage arising from End-User's or others use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or using the service offered by the Company with facilities or equipment furnished by the End-User or others; or all other claims arising out of any act or omission of the End-User or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The Company shall be indemnified, defended and held harmless by the Carrier against any claim, loss or damage arising from the Carrier's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier's own communications; patent infringement claims arising from the Carrier's combining or using the service offered by the Company with facilities or equipment furnished by the Carrier **or** another Carrier; or all other claims arising out of any act or omission of the Carrier in connection with any service provided pursuant to this tariff.



---

Section 1 – General Regulations (Cont'd)

1.3.2 Liability of the Company (cont'd.)

- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

---

## Section 1 – General Regulations (Cont'd)

### 1.3.2 Liability of the Company (cont'd.)

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

---

## Section 2 – Rules and Regulations

### 2.1 Use of Facilities and Service

#### 2.1.1 Use of Service

- a. Service may be used for any lawful purpose by the Customer or by any End User.
- b. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- c. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- d. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of services ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- e. Service may be used for any lawful purpose by the Customer or by any End User.
- f. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- g. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

---

## Section 2 – Rules and Regulations (Cont'd)

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

#### 2.1.2 Limitations

- a. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- b. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- c. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- d. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- e. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

---

## Section 2 – Rules and Regulations (Cont'd)

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

#### 2.1.3 Customer-Authorized Use

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

#### 2.1.4 Use and Ownership of Equipment

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

#### 2.1.5 Cancellation of Service

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

### 2.2 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.3 Flexible Pricing

#### 2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

#### 2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Customer notification of a rate change 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.

## Section 2 – Rules and Regulations (Cont'd)

### 2.4 Payment for Services Rendered

#### 2.4.1 Application of Late Payment Charge

- a. Late payment charges do not apply to final accounts.
- b. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance With the provisions of Article XI-A of the New York State Finance Law (Chapter 153 of the Laws of 1984).

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.4 Payment for Services Rendered (cont'd)

#### 2.4.2 Payment of Charges

The customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company. Any objections to billed charges must be reported promptly to the Company.

#### 2.4.3 Taxes

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

#### 2.4.4 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods any known adjustments also will be applied to the current bill.

The Company shall present invoices for all Charges monthly to the Customer.

Customer bills for telephone service are due within 25 days of the invoice date. A customer is in default unless payment is made on or before the due date. If payment is not received by the customer's next billing date, a late payment charge of the greater of \$5.00 or 1.5% per month will be applied to all amounts previously billed under this Tariff, excluding current charges but including arrears and unpaid late payment charges.



---

## Section 2 – Rules and Regulations (Cont'd)

### 2.4 Payment for Service (cont'd)

#### 2.4.5 Billing and Collection of Charges (cont'd)

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

If a service is disconnected by the Company in accordance with Section 2.4.8 following and later restored, restoration of service will be subject to all applicable installation charges.

#### 2.4.6 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving notice (pursuant Section 2.4.8 F 2 following) to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

---

Section 2 – Rules and Regulations (Cont'd)

2.4 Payment for Service (cont'd)

2.4.6 Refusal and Discontinuance of Service (cont'd)

- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.4.8.A or 2.4.8.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.4.8.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

---

Section 2 – Rules and Regulations (Cont'd)

2.4 Payment for Service (cont'd)

2.4.6 Refusal and Discontinuance of Service (cont'd)

F. (cont'd)

1. (cont'd)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.4.8 A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
  - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.4 Payment for Service (cont'd)

#### 2.4.6 Refusal and Discontinuance of Service (cont'd)

##### F. (cont'd)

##### 1. (cont'd)

##### (e) (cont'd)

- III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
- IV. Continuing to have Company End Users presubscribed to the Customer; or
- V. Any other Fraudulent means or devices; or

#### 2.4.7 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two months estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company and return any remaining amount of the deposit to the Customer by check.

## Section 2 – Rules and Regulations (Cont'd)

### 2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

### 2.7 Disputed Bills

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.4.9 preceding). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

### 2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

---

Section 2 – Rules and Regulations (Cont'd)

2.9 Suspension or Termination of Service (Cont'd)

2.9.1 Termination for Cause other than Nonpayment

a. General

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

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

---

Section 2 – Rules and Regulations (Cont'd)

2.9 Suspension or Termination of Service (Cont'd)

2.9.1 Termination for Cause other than Nonpayment (Cont'd)

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

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

- (1) The use of facilities or service of the Company without payment of tariff charges; or
- (2) Permitting fraudulent use.



---

Section 2 – Rules and Regulations (Cont'd)

2.9 Suspension or Termination of Service (Cont'd)

2.9.1 Termination for Cause other than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

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

---

Section 2 – Rules and Regulations (Cont'd)

2.9 Suspension or Termination of Service (Cont'd)

2.9.1 Termination for Cause other than Nonpayment (Cont'd)

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

Any change in the Company's ability (1) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (2) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.9 Suspension or Termination of Service (Cont'd)

#### 2.9.2 Emergency Termination of Service

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

### 2.10 Obligations of the Customer

#### 2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.10 Obligations of the Customer (Cont'd)

#### 2.10.2 Ownership of Facilities

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

#### 2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

## Section 2 – Rules and Regulations (Cont'd)

### 2.10 Obligations of the Customer (Cont'd)

#### 2.10.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

#### 2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

#### 2.10.6 Network Contingency Coordination

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

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.10 Obligations of the Customer (Cont'd)

#### 2.10.7 Jurisdictional Reports

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.10.7 D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

---

Section 2 – Rules and Regulations (Cont'd)

2.10 Obligations of the Customer (cont'd)

2.10.7 Jurisdictional Reports (cont'd)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. 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. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.10.7 A and 2.10.7 B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.10 Obligations of the Customer (Cont'd)

#### 2.10.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.



---

## Section 2 – Rules and Regulations (Cont'd)

### 2.11 Automatic Number Identification

#### 2.11.1 General

This option provides the automatic transmission of a seven- or ten-digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. The information digits will be transmitted as agreed to by the Customer and the Company.

#### 2.11.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.11 Automatic Number Identification (Cont'd)

#### 2.11.3 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:

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

---

Section 2 – Rules and Regulations (Cont'd)

2.11 Automatic Number Identification (Cont'd)

2.11.3 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. 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 Company 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.
- f. The ten-digit ANI telephone number is only available with Feature Group D. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

---

## Section 2 – Rules and Regulations (Cont'd)

### 2.11 Automatic Number Identification (Cont'd)

#### 2.11.3 Regulations (Cont'd)

- g. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

#### 2.11.4 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 the Public Service Law of the State of New York.

---

## Section 3 – Switched Access Service

### 3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

#### 3.1.1 Ordering Conditions

The Customer may order switched access through a Constructive Order herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line

##### 3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.2 Rate Categories (Cont'd)

##### 3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

##### a. Transmission Paths

The number of Transport Transmission Paths provided is based on the Customer's order and is determined by the Company.

##### b. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

##### 3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.



---

### Section 3 – Switched Access Service (Cont'd)

#### 3.3 Obligations of the Company (Cont'd)

##### 3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.3 Obligations of the Company (Cont'd)

##### 3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

##### 3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

##### 3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

a. **Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.10.7 preceding. Charges will be apportioned in accordance with those reports.

b. **Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.4 Obligations of the Customer (Cont'd)

##### 3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

##### 3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to MetTel. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

##### 3.4.4 Identification and Rating of VoIP-PSTN Traffic

###### (A) Scope

1. VoIP-PSTN Traffic is defined as traffic exchanged between a MetTel end user and the customer in time division multiplexing (“TDM”) format that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant VoIP-PSTN Traffic”) from the customer’s traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order

---

Section 3 – Switched Access Service (Cont'd)

3.4 Obligations of the Customer (Cont'd)

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

(A) Scope (Cont'd)

2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel's applicable tariffed interstate switched access rates as specified in MetTel's FCC Tariff.

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

MetTel will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a MetTel end user and the customer. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to MetTel a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

---

Section 3 – Switched Access Service (Cont'd)

3.4 Obligations of the Customer (Cont'd)

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

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

2. MetTel will, likewise, calculate a factor (the “PVU-M”) representing the percentage of MetTel’s total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel’s end, at the customer’s end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-M factor times (1.0 minus the PVU-C factor).
4. MetTel will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-M is 10% and the PVU-C is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . MetTel will bill 46% of the customer’s intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to  $0\% + (100\% \times 10\%) = 10\%$ . MetTel will bill 10% of the customer’s intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer’s intrastate access MOU at MetTel’s applicable tariffed interstate switched access rates.

---

Section 3 – Switched Access Service (Cont'd)

3.4 Obligations of the Customer (Cont'd)

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

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

5. If the customer does not furnish MetTel with a PVU-C pursuant to the preceding paragraph 1, MetTel will utilize a PVU equal to the PVU-M.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

(E) PVU Factor Updates

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

(F) PVU Factor Verification

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

---

### Section 3 – Switched Access Service (Cont'd)

#### 3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

##### 3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

##### 3.5.2 Time of Day Usage Rates

Time of day usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute of use basis or a per call basis. Time of day usage rates are accumulated over a monthly period. Time of day usage rates apply to Switched Access Service as set forth for specific rate elements in paragraph 3.6 following.

###### a. Time of Day

The time when the connection is established, determined in accordance with the time (standard or daylight saving) legally in use at the point where the calling station is located, determines whether day, evening or night rates apply. Where usage begins in one rate period and ends in another, the rates in effect for the rate period in which such usage began will apply unless the local exchange carrier implements actual rate period billing. When split rate period billing is available, usage which begins in one rate period and ends in another will be billed at the rates applicable to each rate period.



---

Section 3 – Switched Access Service (Cont'd)

3.5 Rate Regulations (Cont'd)

3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods

(1) N.Y. Metro LATA – IntraLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday-Monday )

---

Section 3 – Switched Access Service (Cont'd)

3.5 Rate Regulations (Cont'd)

3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods (Cont'd)

- (2) Albany LATA – Poughkeepsie LATA – Syracuse LATA –  
Binghamton LATA – Buffalo LATA - IntraLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday-Monday )

---

Section 3 – Switched Access Service (Cont'd)

3.5 Rate Regulations (Cont'd)

3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods (Cont'd)

(3) InterLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday-Monday )

---

Section 3 – Switched Access Service (Cont'd)

3.6 Rates and Charges

3.6.1 Rates and Charges

Originating and Terminating switched access rates mirror MetTel's interstate rate structure and rate level. Interstate rates may be found in MetTel's FCC #1 Tariff, Section 3, Pages 15-17.

## Section 4 – Reciprocal Compensation

### 4.1 General

Reciprocal Compensation Arrangements are available to Other Network Providers (“ONP’s”) who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP’s network and the ONP compensates the Company for ONP traffic terminating on the Company’s network.

### 4.2 Measurement of Access Minutes and Determination of Balance

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

### 4.3 Other Conditions

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

### 4.4 Rates and Charges

All traffic exchanged under Reciprocal Compensation Arrangements shall be on a bill-and-keep basis.

---

## Section 5 – Billing and Collection

### 5.1 Automatic Number Identification

Automatic Number Identification (“ANI”) provides the automatic transmission of a seven- or ten-digit number and information digits to the customer’s premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer’s premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer’s premises.

### 5.2 Rates and Charges

Automatic Number Identification/SS7, per attempt	\$0.0000
--	----------