
ACCESS SERVICE

2. General Regulations2.1 Undertaking of the Telephone Company2.1.1 Scope

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

2.1.2 Limitations

- (A) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is not interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

(A) (Cont'd)

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

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

(B) The installation, use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, and shall be subject to the regulations set forth in Section 13.3.2(B), Telecommunications Service Priority (TSP) System.

(C) Subject to compliance with the rules mentioned in (B) preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first-come first-served basis. First-come first-served shall be based upon the received time and date stamped by the Telephone Company on complete and accurate customer orders which allow the Telephone Company to initiate its ordering process. Inaccurate or incomplete customer orders shall not be deemed to have been received until such time as the customer corrects such inaccuracies and/or omissions. The customer shall not be penalized for any delay in the Telephone Company review process beyond 24 hours of receipt. Once having been advised of the errors and/or omissions any delay in correction on the part of the customer shall be added to the received time.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the preemption installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (I) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the Customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the IC or End User against any claims, loss or damage arising from the use of services offered under this tariff, involving;
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the End User's own communications;
 - (2) Claims for patent infringement arising from the End User's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the End User or IC or;
 - (3) All other claims arising out of any act or omission of the End User in the course of using services provided pursuant to this tariff.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 - (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.
- (F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such customer's use of services so provided.
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (H) Where an Exchange Telephone Company that jointly provides access service with the Telephone Company is incapable of denying such service in compliance with its tariffs without the cooperation of the Telephone Company, the Telephone Company will assist that Exchange Telephone Company in denying joint access service to the customer as long as that Exchange Telephone Company indemnifies, defends and holds harmless the Telephone Company from and against any and all liability, loss, damages, costs, claims or expenses of any kind arising out of the Telephone Company's assistance in the denial of service. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Exchange Telephone Company (Companies) initiating the service denial.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

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

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the Customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a Customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Wire, required within a building to extend Access Service facilities, will be provided, at the Customer's request, on a time sensitive charge basis. The labor rates for the installation of such wire are the same as those set forth in Section 16 following for Other Labor.

2.1.6 Maintenance of Services

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

ACCESS SERVICE

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

Except as provided for equipment and systems subject to FCC Part 68 regulations at 47 C.F.R. S68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Sections 6 and 7 following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Discontinuance and Refusal of Services

- (A) Unless the provisions of 2.2.2 (B) or 2.5.1 following apply, if the Customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates or at the times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified US Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service for the noncomplying customer at any time thereafter.

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice.

- (B) Unless the provisions of 2.2.2(B) or 2.5 following apply, if a Customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified US Mail to the person designated by that Customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

- (C) If the National Exchange Carrier Association, Inc. notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff F.C.C. No 5 (Lifeline Assistance and Universal Service Fund charges), including any Customer's failure to make payments on the date and times specified therein, the Telephone Company may, on thirty days' written notice to the Customer by Certified US Mail, take any of the following actions: (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

ACCESS SERVICE

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

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

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific, they affect many Customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine the modification requirements.

2.1.11 Coordination with Respect to Network Contingencies

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

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the Customer 6 month's notice, by certified US Mail, of the effective date and an explanation of the reason(s) for such change(s).

ACCESS SERVICE

2. General Regulations (Cont'd)2.2 Use2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or systems subject to the FCC Part 68 rules in 47 C.F.R. S68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.

2.2.2 Unlawful Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose.
- (B) The Telephone Company shall, upon written request from a customer, terminate service to any subscriber of a customer identified by that customer as having utilized that customer's service and/or facilities in the completion of abusive telephone calls. Service shall be terminated by the Telephone Company as provided for in its general or local exchange service.
- (C) In such instances when termination occurs, as in (B) preceding, the Telephone Company shall be identified, defended and held harmless by the customer against any claim, loss or damage arising from the Telephone Company actions in terminating such service.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The Customer shall reimburse the Telephone Company for damages to Telephone 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 Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

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

2.3.3 Equipment Space and Power

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

ACCESS SERVICE

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

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

2.3.5 Balance

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

2.3.6 Design of Customer Services

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

2.3.7 References to the Telephone Company

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

ACCESS SERVICE

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

- (A) With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.
- (B) The Customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands are based on the tortuous conduct of the Customer, its officers, agents or employees.
- (C) The Customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

2.3.9 Coordination with respect to Network Contingencies

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements(A) Jurisdictional Reports

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Telephone Company will develop jurisdictional percentages.

- (1) (a) When a customer orders Feature Group A and/or Feature Group B Switched Access Service the customer shall, in its order, state the projected interstate percentage for interstate usage for each Feature Group A and/or Feature Group B Switched Access Service group ordered. If the customer discontinues some but not all of the Feature Group A and/or Feature Group B Switched Access Services in a group, it shall provide the projected interstate percentage for such services which are discontinued.
- (b) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as through every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
- (c) The projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (7) following.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (2) All single Feature Group A and B Switched Access Service usage and charges will be apportioned by the Telephone Company between interstate and intrastate. The projected interstate percentage reported as set forth in (1)(a) and (1)(b) preceding will be used to make such apportionment.

The PIUs described in (1)(a) and (1)(b) preceding and (3) and (4) following are applied to usage rated Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport, and Residual Interconnection charges. Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers.

- (3) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A and/or Feature Group B Switched Access Service(s) reported as set forth in (1) preceding will be used to determine the charges as follows:
- (a) For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (4) When a Customer orders Feature Group C or Feature Group D Switched Access Service(s), the Telephone Company will, unless the Customer provides the projected interstate percentage for interstate usage in its order, determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group C or Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (i.e., 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. For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes and data from special studies will be used to develop projected interstate percentage for such terminating access minutes. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (i.e., $100 - \text{Telephone Company calculated projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.
- (5) When a Customer orders Directory Assistance Service, the Customer shall in its order provide the projected interstate percentage for terminating use in a whole number (i.e., a number of 0 through 100) for each Directory Access Service group ordered. (A method the Customer may wish to adopt could be to use its terminating traffic from its premise to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (6) preceding. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the Customer from 100 (i.e., $100 - \text{Customer percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (6) Except where Telephone Company measured access minutes are as set forth in (4) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1), (4), or (5) preceding will be used until the customer reports a different projected interstate percentage for an in service end office group. When the customer adds BHMC lines or trunks to an existing end office group, the customer shall furnish a projected interstate percentage that applies to the added BHMC, lines or trunks. When the customer discontinues BHMC, lines or trunks from an existing group, the customer shall furnish a projected interstate percentage for the discontinued BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

- (7) Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone 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.

If the customer does not supply the reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (1) preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

(7) (Cont'd)

Customers of Feature Group A or Feature Group B access service provided under this Tariff shall retain records of call detail from which the Telephone Company can ascertain the percentage of interstate usage. The Telephone Company reserves the right to require those records of call detail to be made available, upon 15 days notice, for inspection as reasonably necessary for purposes of verifying the interstate usage estimates of the customer. The Telephone Company may require such audits no more frequently than once per calendar year, except in extreme circumstances. Such extreme circumstances may include, but are not limited to, instances where a report of interstate allocations submitted by a customer of Feature Group A or Feature Group B represents a substantial change from its most recent previous report and the change is not attributable to a specific identifiable cause (e.g. seasonal adjustment). Customers of Feature Group A or Feature Group B shall retain such records of call detail referenced in this provision for a period of twelve (12) months or since the close of the last period for which an audit was performed, whichever is shorter. If a customer so requests, an audit undertaken pursuant to this provision shall be conducted by independent auditors, provided that either the customer agrees in advance in writing to assume the costs of such an independently performed audit or the customer and the Telephone Company agree in advance in writing jointly to assume such costs.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports - Special Access

- (1) When mixed interstate and intrastate special access services is provided, the jurisdiction will be determined as follows:

If the customer's estimate of interstate traffic on a special access circuit constitutes 10% or less of the total traffic on a particular circuit, the circuit will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.

If the customer's estimate of interstate traffic on a special access circuit constitutes more than 10% of the total traffic on a particular circuit, the circuit will be provided in accordance with the applicable rules and regulations of this tariff.

- (2) A customer with one or more special access circuits provided under this Tariff shall certify that interstate usage on each interstate circuit exceeds ten (10) percent of the total usage on each such circuit. Such certification shall be furnished pursuant to one of the following procedures:

- (a) When submitting a formal service order, the customer may include the required certification with each order. The customer shall identify each interstate circuit ordered and clearly designate the customer's jurisdictional determination for each circuit.
- (b) The customer may include the required certification in written correspondence with the Telephone Company which specifically identifies each circuit for which the certification is furnished and clearly designates the customer's jurisdictional determination for each circuit.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports - Special Access (Cont'd)

(2) (Cont'd)

- (c) With respect to existing customers of interstate special access circuits as of the effective date of this section, such customers with 90 days of the effective date shall include the required certification in written correspondence with the Telephone Company which specifically identifies each interstate circuit currently provided to the customer and clearly designates the customer's jurisdictional determination of each circuit.

In the event that no certification is provided by a customer pursuant to subsection (c) above within ninety (90) days of the effective date of this section, this jurisdiction of special access circuits provided to such customers under this tariff shall be assumed to be interstate until such time as the customer provides written certification.

- (3) If a billing dispute arises, or a regulatory commission questions the customer-provided certification, the Telephone Company will ask the customer to provide the information, including if applicable, records of system design and functions and any calculations, on which the customer relied in certifying the jurisdictional classifications of the circuit. The customer shall supply the data within 30 days of the Telephone Company request.
- (4) For a period of sixty (60) days after the effective date of this provision, a customer with a special access circuit provided under this Tariff for which the customer is subject to liability for termination prior to a specified date who determines that the jurisdiction of such circuit has changed solely as a result of the separations revisions required by the FCC's Decision and Order (89-224) shall not be subject to a penalty or other liability based on such jurisdictional change.

ACCESS SERVICE

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

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic

(N)

(A) Scope

VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company 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 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 VoIP-PSTN Traffic from the customer's traditional intrastate access traffic, so that such VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(B) Rating of VoIP-PSTN Traffic

Interstate and Intrastate VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in Section 16 following.

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

The Telephone Company will determine the number of 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 terminating intrastate access MOU received by The Telephone Company from the customer. The PVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate and interstate access MOU that the customer terminates to the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information. The customer shall retain the call detail, work papers, and information used to develop the PVU factor for a minimum of one year.

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(N)

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

- (2) The customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- (3) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of VoIP-PSTN Traffic MOUs.
- (4) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by December 31, 2011, once the factor is available and can be implemented the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to December 31, 2011. This retroactive adjustment will be made to December 31, 2011, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(4), above.

The Telephone Company may choose to provide credits based on the reported PVU factors until such time as billing system modifications can be implemented.

(E) PVU Factor Updates

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

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(N)

(F) PVU Factor Verification

- (1) Not more than four times in any year, the Telephone Company may request from the customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the customer's PVU factor furnished to the Telephone Company in order to validate the PVU factor supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.
- (2) The Telephone Company may dispute the customer's PVU factor based upon:
 - (a) A review of the requested data and information provided by the customer.
 - (b) The Telephone Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.
 - (c) A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- (3) If after review of the data and information, the customer and the Telephone Company establish a revised PVU factor, the customer and the Telephone Company will begin using that revised PVU factor with the next bill period.

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(N)

(F) PVU Factor Verification (Cont'd)

(4) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the customer's PVU factor to no more than four times per year. The customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the customer.

(a) In the event that the customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the customer's PVU factors, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the customer. These PVU factors will remain in effect until the audit can be completed.

(b) During the audit, the undisputed PVU factors from the previous reporting period will be used by the Telephone Company.

(c) The Telephone Company will adjust the customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the customer.

(d) If the audit supports the customer's PVU factors, the usage for the contested periods will be adjusted to reflect the customer's audited PVU factors.

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a Customer which has a proven history of late payments to the Telephone Company or does not have established credit except for a Customer which is a successor of a company which has established credit with the Telephone Company and has no history of late payments to the Telephone Company, to make a deposit prior to or at any time after the provision of a service to the Customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. The deposit will be credited to the Customer's account when the Customer has established credit or, in any event, has established a one-year prompt record of payment at any time prior to the termination of the provision of service to the Customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer will receive simple annual interest at the rate specified by the New York State Public Service Commission. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.
- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period.

In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. Customers providing service to the Federal Government are not entitled to the benefits of the laws or regulations providing for billing in arrears, so they will be billed in advance for services as stated above.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

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

- (1) For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service and Presubscription Service charges for the ensuing billing period except for End User Access Service and Presubscription Service for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known adjustments for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for that period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill.

Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (3) (a) All bills dated as set forth in (2) preceding for service, other than End User and Presubscription Service, provided to the Customer by the Telephone Company are due 30 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer on the last business day preceding the Saturday, Sunday or Legal Holiday.
- (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be computed by first multiplying the portion of the payment not received or not received in immediately available funds by the payment date times a per day late factor which is equal to the highest rate which may be levied by law for commercial transactions. That result is then multiplied by the number of days after the payment date that the payment is received.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Billing Disputes Resolved in Favor of the Telephone Company

In the event that a billing dispute concerning any charges billed to the Customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

A dispute for purposes of this section is defined as written notice to the Telephone Company with sufficient documentation to investigate the dispute.

If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, any late payment charge for the disputed amount will not start until ten (10) days after the payment due date. The late payment charge will continue to accrue until payment is received by the Telephone Company.

If the customer disputes the bill after the payment due date, and pays the undisputed amount after the payment due date, the late payment charge for the disputed amount shall begin on the payment due date.

(d) Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the customer, any payments of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

The date of the dispute shall be the date the Telephone Company receives sufficient documentation to investigate the dispute.

The date of resolution is the date the Telephone Company completes its investigation and notifies the customer of the disposition of the dispute.

If the Customer disputes the billed amount on or before 90 days from the due date of the disputed bill and pays the total amount (i.e., the non-disputed amount and the disputed amount) on or before the payment due date and the billing dispute is resolved in the favor of the Customer, the Customer will receive a credit from the Telephone Company. The credit shall be the disputed amount resolved in the Customer's favor times a penalty factor, which is the rate authorized by the New York State Public Service Commission. This penalty factor will apply from the date of the customer's payment through the date of resolution by the Telephone Company.

If the customer disputes the bill after 90 days from the due date of the disputed bill and pays the total amount on or before the date of the dispute, the customer shall receive a credit from the Telephone Company. The credit will equal the disputed amount times a penalty factor, which is the rate authorized by the New York State Public Service Commission. The penalty factor will apply from the latter of the claim date or the date of overpayment through the date of resolution by the Telephone Company.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a Customer bill for services provided under the provisions of this tariff is furnished to the Customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.7 following.
- (F) A Check Return Charge will apply whenever a check or draft presented for payment for service, deposit, or advance payment is not accepted by the institution on which it is written.

Check Return Charge, per check or draft returned \$10.00
- (G) Upon request, the Telephone Company will furnish a customer the information used to calculate the customer bill in order to permit a customer to verify the accuracy of the bill. Such information shall be provided within a reasonable period of time but in no event later than the number of days in the customer bill cycle.

ACCESS SERVICE

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

The minimum periods for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(B), 13.3.6, and Section 12. following.

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

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charge, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service, is reported to the Telephone Company, and ends when the service is operative.

(B) When Credit Allowance Applies

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

- (1) For Special Access Services, other than Program Audio and Video Services and for flat rated Switched Access Service Transport rate elements (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing), no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least fifteen minutes thereof that the interruption continues.

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

- (a) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e. two channel termination's, channel mileage and optional features and functions).

ACCESS SERVICE

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

(1) (Cont'd)

- (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer designated premises, channel mileage and optional features and functions).
- (c) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage, Entrance Facility, Direct Trunked Transport and optional features and functions, including the multiplexer on the facility to the Hub, and the channel termination's, channel mileage's and optional features and functions on the individual services from the Hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., channel termination's, channel mileage and optional features and functions).
- (d) For flat rated Switched Access Service rate elements, the monthly charge shall be the total of all monthly rate element charges associated with the service (i.e., Entrance Facility Direct Trunked Transport and Multiplexing).

ACCESS SERVICE

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

- (2) For Program Audio and Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
- (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or at least three minutes thereof that the interruption continues.
 - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 15 minutes or at least eight minutes thereof that the interruption continues.
 - (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for each Channel Termination, Channel Mileage and optional features and functions that is inoperative for each period of 5 minutes or at least three minutes thereof that the interruption continues.
 - (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for each Channel Termination, Channel Mileage and optional features and functions that is inoperative for each period of 5 minutes or at least three minutes thereof that the interruption continues.
 - (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
 - (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

ACCESS SERVICE

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

- (3) For Switched Access Service and Directory Assistance Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of
 - (a) the monthly rates,
 - (b) the assumed minutes of use charge, or
 - (c) the minimum monthly usage charge, whichever is applicable to the service involved for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of service billed based upon actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.
- (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed
 - (a) the monthly rates,
 - (b) the assumed minutes of use charge, or
 - (c) the minimum monthly usage charge, whichever is applicable for the service involved, for the service interrupted in any one monthly billing period.
- (5) For certain Special Access Services (Digital Data Access, DA 1-4; and High Capacity, HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.
- (6) Service interruptions for Specialized Service or Arrangements provided under the provisions of Section 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

ACCESS SERVICE

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

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service during the first 30 minute period when the Customer has released a service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction as set forth in the applicable Interstate Special Construction Tariff. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the Customer's written authorization for such replacement. (C)
(C)
- (6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(D) Use of an Alternative Service Provided by the Telephone Company

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

(E) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. Customer consent for preemption is not required under conditions outlined in Section 13.3.2, following. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

ACCESS SERVICE

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

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

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

(B) Nonrecurring Charges Apply

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

2.4.6 Title or Ownership Rights

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved

The Telephone Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as set forth in (A) or (B) following, dependent on the interconnection arrangements between the Exchange Telephone Companies involved.

(A) For Access Service provided jointly with Ogden Telephone Company, the Telephone Company will accept the order for the Access Service from the customer.

(B) Meet Point Billing

For switched access services, Multiple Bill Meet Point Billing arrangements will apply. The multiple bill arrangements are subject to the provisions stipulated in the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) documents as referenced in the Commission's Memorandum and Order 86-104 released July 31, 1987. Separate bills will be rendered by each Exchange Telephone Company for access service, other than FGA and billing will be based upon the regulations, rates, and charges contained in its Access Service Tariff, subject to the following rules, as appropriate.

(1) For Access Service provided between Frontier Telephone of Rochester and the Dalton exchange of Citizens Telecom, the Shortsville exchange of Windstream Communications, or Frontier Communications of Seneca Gorham, Frontier Telephone of Rochester will accept the order for the Access Service from the Customer.

(2) For Access Service provided between Frontier Communications of New York and New York Telephone, or between Frontier Communications of Sylvan Lake and New York Telephone, New York Telephone will accept the order for Access Service from the customer.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)(B) Meet Point Billing (Cont'd)

- (3) For the service ordered as set forth in (1) and (2) preceding, the Exchange Telephone Company in whose territory the customer point of termination is located must also receive a copy of the order from the customer. In addition, when required by the Access Service tariff of the Exchange Telephone Company in whose operating territory the end office is located, the customer must also supply a copy of the order to that Exchange Telephone Company
- (4) Each Exchange Telephone Company will provide its portion of the Transport element in its operating territory to an interconnection point (IP) with the other Exchange Telephone Company. Each Exchange Telephone Company will determine the charges involved for its portion of the Access Service ordered and will bill such charges in accordance with its Access Service tariff. The rate for the Transport Element for Switched Access or for the Channel Mileage Element for Special Access will be determined as set forth in (8) following. All other charges in each Exchange Telephone Company tariff are applicable.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)(B) Meet Point Billing (Cont'd)

- (5) The Telephone Company will provide at least 30 days written notice to the customer prior to implementing any changes in the procedures for furnishing jointly provided access services.

When a Special Access Line used in connection with Switched Access is ordered and Channel Mileage applies (i.e., the WATS Serving Office and the end user customer end office are not coterminous) and one end of the Channel Mileage is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer. In addition, the Exchange Telephone Company in whose territory the WATS Serving Office is located must also receive a copy of the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)(B) Meet Point Billing (Cont'd)

- (6) When a Special Access Service is ordered by a customer where one end of the Channel Mileage is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, except for Special Access Service provided with the use of Hubs, either of the Exchange Telephone Companies may receive the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.
- (7) When a Special Access Services involving a Hub is ordered by a customer where one end of the channel Mileage element is in an Exchange Telephone Company operating territory and the Hub is in another Exchange Telephone Company in whose territory the Hub is located must receive the order from the customer. In addition, the Exchange Telephone Companies in whose territory a customer premises is located must receive copies of the order from the customer. Each Exchange Telephone Company will provide the portion of the channel mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)(B) Meet Point Billing (Cont'd)

- (8) The rate for the local Transport or Channel Mileage element for services provided as set forth in (1) through (7) preceding is determined as follows:
- (a) Determine the appropriate Local Transport or Channel mileage by computing the airline mileage between the two ends of the local Transport or Channel Mileage element. Determine the airline mileage for the local Transport element using the V & H method as set forth in National Exchange Carrier Tariff FCC No. 4. Determine the airline mileage for the Channel Mileage element using the V & H method as set forth in 7.4.5 following.
 - (b) Determine the rate for the airline mileage determined in (a) preceding using the Telephone Company's tariff. For each mileage sensitive rate element multiply such rate by the appropriate mileage and by the Telephone Company's billing percentage factor and divide by 100 to obtain the charges.
 - (c) When installation involves multiple billing companies and non-recurring charges are assessed for the installation of switched access trunks, the Telephone Company will bill 50% of the applicable non-recurring charge. When a non-recurring charge is assessed for the installation of entrance facilities for switched access, the non-recurring charge will be billed by the Exchange Telephone Company in whose operating territory the entrance facilities are located.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)(B) Meet Point Billing (Cont'd)

- (9) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage factor (BP) for Local Transport will be as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4.
- (a) When the tandem office is located within a Telephone Company operating territory, that company will bill 100% of the tandem switching rate. In the case of FGA, the First Point of Switching (i.e., the FGA dial tone switch) shall take the place of the tandem for purposes of rating tandem switched transport.
- (b) The tandem switched facility rate will be multiplied by the airline mileage and the route specific BP for the segment of transport being billed, and applied to the total number of access minutes. The tandem switched termination rate will be applied to the total number of access minutes at each end of the segment of transport owned by the Telephone Company. The Telephone Company may own 0, 1, or 2 ends of the specific route, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- (c) When the local switching office is located within a Telephone Company operating territory, that company will bill 100% of the Residual Interconnection Charge.
- (d) Entrance Facility and Direct End Office Transport charges will be billed on a meet-point basis according to the procedures outlined in Section 2.4.7(B)(5-8) preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Missed Installation Due Dates(A) General

Failure to meet a confirmed service date for installation of certain services will result in a credit of the applicable nonrecurring charges billed to the customer for that service when the Telephone Company is solely responsible for such failure. Credits provided hereunder represent an inclusive remedy, and are in lieu of all other remedies as described in 2.1.3 preceding.

(B) Services Subject To The Credit

Nonrecurring installation charges, as set forth in Section 16 following, will be credited for a missed service date on the following Special Access Services.

- (1) DS1 High Capacity Service
- (2) DS3 High Capacity Service
- (3) DDS Digital Data Service

(C) When Credit Allowance Does Not Apply

Nonrecurring charge credits for a failure to meet a confirmed installation service date are not available in the following circumstances:

- (1) The customer requests expedited service.
- (2) The customer's premises is inaccessible.
- (3) The customer changes interface requirements subsequent to placing the order.
- (4) The customer is not ready to accept service on the confirmed service date.
- (5) Building facilities, including space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors, are not ready on the confirmed service date.
- (6) The customer orders termination beyond the network interface.
- (7) The Telephone Company reschedules the service date and notifies the customer of the revised date prior to the original service date.
- (8) To the derived services of multiplex 1.544 Mbps service.
- (9) The delay is caused by work stoppages, civil disturbances, criminal actions, fire, flooding or other occurrence beyond the Telephone Company's control.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.9 Service Assurance Warranty Plan(A) General

This section sets forth the terms and conditions under which credits for applicable monthly recurring charges for service outages for certain services will be issued. Credits provided hereunder represent an inclusive remedy, and are in lieu of all other remedies as described in Section 2.1.3 preceding.

(B) Services Subject to Credit

Monthly recurring charges, as set forth in Section 16 following, will be credited for a service outage on the following services:

- (1) DS1 High Capacity Service
- (2) DS3 High Capacity Service
- (3) DDS Digital Data Service

(C) Service Outage Credits

- (1) Ten percent of one month's recurring charge will be credited when an outage greater than one hour but less than two hours is experienced on a customer's DDS, DS1 or DS3 service.
- (2) Twenty-five percent of one month's recurring charges will be credited when an outage greater than two hours but less than four hours is experienced on a customer's DDS, DS1 or DS3 service.
- (3) Fifty percent of one month's recurring charges will be credited when an outage of greater than four hours is experienced on a customer's DDS, DS1 or DS3 service.

In no circumstance will the monthly credit be greater than one hundred percent of the monthly recurring charge.

(D) When Credit Allowances Do Not Apply

Credit for applicable recurring monthly charges for service outages will not apply when the outage is a result of civil disturbances, criminal actions, fire, flooding or other occurrences beyond the Telephone Company's control.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

2.5.1 General

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform five or seven digit code assigned by the Telephone Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-10XX.

Access Minutes

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

Access Tandem

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

Answer/Disconnect Supervision

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Attenuation Distortion

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

Asymmetrical Digital Subscriber Line (ADSL)

The term "Asymmetrical Digital Subscriber Line", or "ADSL", denotes a service that is designed to provide high bandwidth services over the existing copper distribution network.

Balance (100 Type) Test Line

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

Basic Rate Interface (BRI or BRI ISDN)

See Integrated Services Digital Network

Bit

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

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 AM to 5:00 or 6:00 PM, respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Busy Hour Minutes of Capacity (BHMC)

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Call

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

Carrier or Common Carrier

See Interexchange Carrier.

CCS

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

Central Office

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

Central Office Prefix

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

Centralized Automatic Reporting on Trunks (CAROT) Testing

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

Channel(s)

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors, remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or high speed channels into narrower band-width or lower speed channels.

Clear Channel Capability

The term "Clear Channel Capability" denotes an arrangement that allows the customer to transport 1.544 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (mark) and zero (space) bits. This service utilizes the Bipolar with eight zero substitution (B8ZS) method of providing bit sequence independence. This arrangement is capable of transporting DS1 signals which utilize Extended Superframe Format (ESF).

C-Message Noise

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

C-Notched Noise

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

Coin Station

The term "Coin Station" denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Commingling

The term "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element (UNE), or a combination of unbundled network elements (UNEs), to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an UNE, or a combination of UNEs, with one or more such facilities or services.

Common Line

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

Common Channel Signaling (CCS)

The term "Common Channel Signaling" denotes a Digital Switched Communications Network that allows call control messages from the voice and data networks to be transferred on separate communications paths (out of band) from the voice and data communications.

Common Channel Signaling Network (CCSN)

The term "Common Channel Signaling Network" denotes the digital data network carrying signaling information that interfaces with Telephone Company voice/data network for services using CCS7 Signaling protocol.

Common Channel Signaling Network Connection (CCSNC)

The term "Common Channel Signaling Network Connection" denotes the connection between the customer's Signaling Point Of Interface (SPOI) and the Telephone Companies Signal Transfer Point (STP) for the transport of signaling information.

Communications System

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Confirmed Service Date

The term "Confirmed Service Date" denotes the date on which work activity is scheduled to be completed by the Telephone Company and the service is ready for use by the customer. The Confirmed Service Date is provided by the Telephone Company to the customer.

Customer

The term "Customer" denotes any individual, partnership, association, corporation, or governmental agency or any other entity which subscribes to the services offered under this tariff including both Interexchange Carriers (Customers) and End Users.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the termination of Access Services.

Customer Message

The term "Customer Message" used herein for Feature Group A Switched Access Service denotes a completed call over an interstate Feature Group A Switched Access Service. A completed call includes both completed calls originated to and terminated from a Feature Group A Switched Access Service. A customer message begins in the originating direction when the off-hook supervision provided by the premise of the ordering customer is received by Telephone Company recording equipment.

A customer message begins in the terminating direction when answer supervision is received by Telephone Company recording equipment indicating the called party has answered. A customer message ends in the originating direction when disconnect supervision is received by Telephone Company recording equipment from the premise of the ordering customer. A customer message ends in the terminating direction when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering customer or the called party.

The term "Customer Message" used herein for Feature Group C and D Switched Access Service denotes a completed interstate call originated by a customer's end user. A customer message begins when answer supervision from the premise of the ordering customer is received by Telephone Company recording equipment indicating that the called party has answered. A message ends when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering customer or the customer's end user premise from which the call originated.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Data Transmission (107 Type) Test Line

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

Decibel (db)

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

Decibel Reference Noise C-Message Weighting

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

Decibel Reference Noise C-Message Referenced to 0

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

Detail Billing

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

Digital Access Cross-connect System

The term Digital Access Cross-connect System denotes a multiplexing system that provides a digital interface between a Telephone Company designated Hub wire center and a customer designated premises.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Digital Data Service Secondary Channel

The term "Digital Data Service Secondary Channel" denotes an option to DDS that allows the performance of network testing and management through a derived data channel at a substantially lower bit rate without network interruption.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office without switching at the tandem.

Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a Customer by dialing (NPA) 555-1212.

Dual Tone Multifrequency Address Signaling

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

Echo Control

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

Echo Path Loss (EPL)

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

Echo Return Loss (ERL)

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Effective 2-Wire

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

Effective 4-Wire

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

End Office Switch

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

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and 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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the customer's serving wire center and the customer's premise.

Entry Switch

See First Point of Switching

Envelope Delay Distortion (EDD)

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

Equal Level Echo Path Loss (ELEPL)

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

[ELEPL - EPL = TLP (send) + TLP (receive)].

Expected Measured Loss (EML)

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1000-Hz transducer loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss including any test pads.

Exchange

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Field Identifier

The term "Field Identifier" denotes two to four alphabetic characters or a combination of one to three alphabetic characters and one numeric character. The numeric character must always be the last character of the Field Identifier. Field identifiers are used on service orders to identify an associated data entry and to convey specific instructions. Field Identifiers may or may not have associated data. Selected field identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First Come - First Served

The term "First Come - First Served" denotes a procedure followed when a shortage of facilities or equipment occurs, such that an Access Service ordered cannot be installed. The orders delayed by the shortage of facilities will be prioritized according to the sequence in which they were received. That is, when facilities or equipment become available, the first order received will be the first order processed.

First Point of Switching

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

Frequency Shift

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

Grandfathered

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Host Office

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

Immediately Available Funds

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

Impedance Balance

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

Impulse Noise

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

Individual Case Basis (ICB)

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Inserted Connection Loss (ICL)

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

Integrated Services Digital Network (ISDN)

The term "ISDN" refers to Integrated Services Digital Network as defined in the Telephone Company's local exchange or general exchange tariffs. ISDN comes in two varieties. Basic Rate Interface (BRI) ISDN consists of two circuit-switched 64 Kbps channels and one packet-switched 16 Kbps channel. Primary Rate Interface (PRI) ISDN consists of 23 circuit-switched 64 Kbps channels and one packet-switched 64 Kbps channel. With either BRI ISDN or PRI ISDN, a circuit-switched 64 Kbps channel may be used for voice transmission or data transmission, depending on the customer's needs and equipment.

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Intermodulation Distortion

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

Interstate Communications

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

Intrastate Communications

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Line Port Rates

The line port rate is a monthly charge to recover the cost of ISDN line port and other line ports, to the extent these costs exceed the cost of a line port used for basic, analog service.

Line-Side Connection

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

Link Common Line Charge

The term "Link Common Line Charge" or "LCL" refers to a charge assessed to unbundled links which provide local telephone service. This charge will apply to links leased by Other Network Providers for the provision of local telephone service.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Carrier Customer (or Primary Local Carrier)

The term "Local Carrier Customer" or "Primary Local Carrier", refers to those entities that purchase some or all network services from Frontier Telephone of Rochester under its P.S.C. No. 1 tariff and provide service to end users.

Local Tandem Switch

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Loop Around Test Line

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

Loss Deviation

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

Message

The term "Message" denotes a completed call.

Milliwatt (102 Type) Test Line

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

Network Control Signaling

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Nonsynchronous Test Line

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

North American Numbering Plan

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

Off-hook

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

On-hook

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

Open Circuit Test Line

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

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User premises to an IC premises.

Other Network Provider

The term "Other Network Provider", or "ONP" refers to an entity that constructs or acquires its own switching, transmission, or other telecommunications facilities for the purpose of providing local and intrastate telecommunications services for themselves or others.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

Permanent Virtual Circuit (PVC)

The term "Permanent Virtual Circuit", or "PVC", denotes a virtual circuit that provides the equivalent of a dedicated private line service

Phase Jitter

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

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of access service ends.

Premises

The term "Premises" denotes a building or buildings (except railroad right of way, etc.) not separated by a public highway.

Presubscribed Interexchange Carrier Charge (PICC)

PICC is a monthly charge expressed in dollars and cents per line which is to recover the common line revenues permitted under price cap rules in FCC Part 61. The PICC is assessed on a per End User line basis to each End User's interLATA presubscribed carrier. If an End User does not have a presubscribed interexchange carrier, the PICC rate is assessed directly to the End User.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Primary Local Carrier

See "Local Carrier Customer"

Primary Rate Interface (PRI or PRI ISDN)

See Integrated Services Digital Network

Remote Switching Modules (RSM) and/or Remote Switching Systems (RSS)

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

Return Loss

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

Registered Equipment

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

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Seven Digit Manual Test Line

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

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

Signal-to-C-Notched Noise Ratio

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

Signaling Point Of Interface (SPOI)

The term "Signaling Point Of Interface" (SPOI) denotes the interface point between the Telephone Company and its Access customers for purposes of exchanging SS7 Signaling messages for CCS services.

Signaling System Seven (SS7)

The term "Signaling System Seven" (SS7) denotes the layered protocol used for standardized Common Channel Signaling in the United States.

Signaling Transfer Point (STP)

The term "Signaling Transfer Point" (STP) denotes a packet switch providing CCS Network Access and performs CCS message routing and screening.

$$\begin{array}{cc} (N)(X) & \\ | & | \\ | & | \\ | & | \\ | & | \\ (N)(X) & \end{array}$$

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ACCESS SERVICE

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

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

Transmission Path

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

Trunk

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

Trunk Group

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

Trunk-Side Connection

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

Two-Wire to Four-Wire Conversion

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

2. General Regulations (Cont'd)

Unbundled Network Elements (UNEs)

Uniform Service Order Code (USOC)

V and H Coordinates Method

$$\begin{array}{cc} (D)(X) & \\ | & | \\ | & | \\ | & | \\ | & | \\ (D)(X) & \end{array}$$

The term "WATS Serving Office" denotes a Telephone company designated serving wire center where switching, screening and/or recording functions are performed in conjunction with the provision of special access services.

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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