

**FIRST COMMUNICATIONS, LLC**

**LOCAL EXCHANGE COMMUNICATIONS SERVICES TARIFF**

Regulations and Schedule of Intrastate Rates  
and Charges Applying to End User Local Exchange Services  
Within the State of New York

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Issued: January 20, 2004

Effective: February 20, 2004

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the leaf. Each leaf is numbered sequentially. However, a new leaf is occasionally added to the Tariff. When a new leaf is added between those already in effect, a decimal is added. For example, a new leaf added between leaf A.15 and leaf A.16 would be leaf A.15.1.
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. For example, the 4th Revised Leaf A.15 Cancels the 3rd Revised Leaf A.15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
- A.1
  - A.1.1
  - A.1.1.1
  - A.1.1.1.a.
  - A.1.1.1.a.(1)

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) To signify material relocated from one page to another without change.

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Section 1 - APPLICATION OF TARIFF

This tariff sets forth service offerings, rates, charges, terms, conditions and other related provisions applicable to the furnishing of or resale of intrastate end user communications services by First Communications, LLC (Company) to Customers within the State of New York.

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Issued: January 20, 2004

Effective: February 20, 2004

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by First Communications, LLC as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

1.1.1 Service Territory

Service Areas - The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of the ILEC (Verizon New York Inc.) serving the same exchange area as the Company.

As of January 31, 2011 First Communications will no longer provide local exchange service to customers in the following central offices:

BNGHNYHYDS1	NYCKNYWMDS2	PGHKNYSPDS0
CTBRNYCBRS0	NYCMNY13DS0	RVHDNYRVDS0
FLBGNYFBDS0	NYCMNYCADS0	SCDLNYSRDS0
FTCVNYFCRS0	NYCMNYMNDS0	SSLMNYSSDS0
GRNKNYGNDS0	NYCMNYTHDS0	SYRCNYEPDS0
HNLDNYHIRS2	NYCMNYVSDS0	SYVLNYSADS0
MHPCNYMPRS0	NYCMNYWADS0	TROYNY03DS0
MTVRNYMVDS0	NYCQNYBADS0	WHVRNYWHDS0
NGFLNYWODS0	NYCQNYCODS0	WNKHNYWKRS0
NWBRNYNWDS0	NYCQNYHSDS0	WPFLNYWFDS0
NYCKNY14DS0	NYCQNYNWDS0	YNKRNYYNDS1
NYCKNY77DS0	NYCQNYNWDS1	
NYCKNYAUDS0	NYCXNYCRDS0	
NYCKNYAYDS0	NYCXNYGCDS0	
NYCKNYBRDS0	NYCXNYHORS0	
NYCKNYBUDS0	NYCXNYJEDS0	
NYCKNYFTDS0	NYCXNYTBDS0	
NYCKNYLADS0	NYCXNYTRDS1	
NYCKNYRADS0	OLENNYHADS0	
NYCKNYTYDS0	PGHKNYSHDS0	

(N)

(N)

1.1.2 Availability

Service is available where facilities permit.

Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications.

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

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

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

The Company undertakes to furnish or resell high-quality intrastate communications services to Customers pursuant to the terms of this tariff in connection with voice, data and other related types of transmissions and/or services between points within the State of New York.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 2.1.1 Obligation of the Company (Cont'd)

Customers and Users as defined herein may use services and Company Facilities as provided under this tariff to obtain access to services offered by other parties. The Company is responsible only for the services and Company Facilities and has no responsibility whatsoever in providing any other service(s) or arrangement(s). Further, the Company assumes neither the responsibility nor the liability for any service provided by any other party that purchases access to Company Facilities in order to originate or terminate that party's own services, or to communicate with that party's own Customers.

Service is provided on the basis of a minimum period of at least one month, 24- hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice except that the Company reserves the right to limit or to allocate the use of existing or additional Company Facilities when necessary because of lack of such Facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary Company Facilities and is limited to the capacity of such Company Facilities including the facilities and arrangements that the Company may obtain at its sole discretion from other parties to furnish service. Services and Company Facilities shall be provided by the Company using network configurations, arrangements and methods of transmission of the Company's choosing so long as such network configurations, arrangements and methods of transmission comply with applicable laws and appropriate standards.

The Company may reconfigure, reprogram, substitute, rearrange or otherwise change any Company Facilities, whether such Company Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent. The Company will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately). Except when such change is outside of the Company's control, a Credit for Service Interruption shall apply pursuant to provisions contained herein.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

For the purpose of computing charges in this tariff, a month is considered to have 30 days, unless otherwise specified herein.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

Service may be terminated *without notice* to the Customer if:

- a. the Customer is using the service in violation of this tariff;
- b. the Customer is using the service in violation of the law; or
- c. emergency conditions, including but not limited to matters of national security, require such action on the part of the Company

This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

No party may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company. The Company will take any reasonable and lawful action that it determines to be necessary to protect the property and rights of the Company, Company Facilities and existing and potential Customers of the Company's services.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The Company will use its best efforts to accommodate the Customer's request for a specific service-activation date. The Company shall be liable for delays in the activation of Company Facilities or services only to the extent provided in Section 2.1.5.

The Company will make every reasonable effort to ensure proper and necessary maintenance of the Company Facilities that it places on the Customer's premises. The Company is not responsible for the maintenance of any Customer-owned connecting equipment or facilities and therefore, absent extraordinary circumstances that justify such action but even then only with the Customer's approval, will not maintain such Customer-owned equipment or facilities. The Company shall not be responsible for:

- a. the transmission of signals by any Customer-provided equipment or facilities; or
- b. the quality of, or defects in, the transmission of signals by any Customer-provided equipment or facilities; or
- c. the reception of signals by any Customer-provided equipment.

Neither the Customer nor any other party may molest, rearrange, disconnect, remove, attempt to repair, change the operating environment of or otherwise interfere with any of the Company Facilities without the written consent and approval of the Company. The Customer is responsible for ensuring the continued security and stability of the area in which such Company Facilities are placed.

The Company Facilities placed on the Customer's premises for use in connection with the services that the Company provides shall not be used for any purpose other than for providing the authorized services of the Company. The Company reserves the right to discontinue service and remove such Facilities from the Customer's premises if the Customer or others are found to be using the Facilities for any other purpose. The Company reserves the right to pursue any lawful action that it deems necessary to prevent such unauthorized use.

The Customer shall be responsible for the payment of service charges as set forth herein for each visit to the Customer's premises by the Company's employees, contractors and/or agents when a service difficulty or trouble report is found to result from the use of equipment or other arrangements provided by the Customer or any other party other than the Company and its employees, contractors and/or agents.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The title to all Company Facilities provided in accordance with this tariff remains with the Company, its contractors or agents; therefore, the Customer has no property right to any such facilities.

The Company reserves the right to change telephone numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Whenever possible, the Company will provide at least ninety (90) days written notice of any such change. The Company will provide interim number portability and permanent number portability as required and requested by end user Customers.

## 2.1.2 Obligations of the Customer

The Customer shall be responsible for complying with the terms of this tariff and for the payment of all applicable rates and charges that the Company applies pursuant to this tariff.

The Customer shall also be responsible for the payment to the Company of any costs associated with damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with this tariff or the law; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of employees or agents of the Company.

The Customer shall also be responsible for meeting the reasonable needs of the Company, as specified from time to time by the Company, and at no charge to the Company, including but not limited to any needed personnel or other assistance, adequately conditioned, maintained and secure equipment space, wiring up to the Company's equipment or other point of interconnection designated by the Company, grounding arrangements and power to operate Company Facilities and any other equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. The Customer is solely responsible for maintaining all such space, equipment, cabling, power arrangements and any other item that the Customer provides pursuant to this Section.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The Customer shall also be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic and/or copper cable(s) and associated equipment used to provide communications service(s) to the Customer from the cable building entrance or property line to the location of the equipment space described herein. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of permits and of altering the structure to facilitate installation of the Company Facilities, shall be borne entirely by, and may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to the Company accepting an order for service.

The Customer shall also be responsible for providing a safe place for the Company's employees, contractors and/or agents to work and for complying with all laws and regulations regarding the working conditions on the premises at which Company employees, contractors and/or agents shall be installing or maintaining the Company Facilities. If the Customer requires or desires that the Company Facilities be placed and maintained within an area that, in the Company's opinion, is or may be hazardous (e.g., an area in which, in the Company's opinion, injury or damage to the Company's employees, contractors and/or agents, or to Company Facilities, may result from installation or maintenance by the Company's employees, contractors and/or agents), the Customer shall be required to install and maintain the Company Facilities within that area.

The Customer shall also be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; demonstrating its compliance with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities in any Customer premises or the rights-of-way for which Customer is responsible in this tariff; and for granting or obtaining of permission for the Company's employees, contractors and/or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service, removing the Company Facilities.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The Customer shall also be responsible for making the Company Facilities available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which service is interrupted for such purposes.

## 2.1.3 Connecting Equipment and Arrangements

The Customer or an Authorized User may transmit or receive information or signals via the Company Facilities. Such Company Facilities are designed primarily for the transmission of voice communications services, except as otherwise stated in this tariff. The Customer or Authorized User may transmit any form of signal that is compatible with the Company Facilities, however, the Company does not guarantee that its services will be suitable for purposes other than voice communications except as specifically stated in this tariff.

The Customer is responsible for ensuring that Customer-provided equipment and other Customer-provided arrangements connected to Company Facilities are fully compatible with the Company Facilities. The magnitude and character of the voltages and currents impressed on Company Facilities as well any of the Customer-provided equipment or arrangements may not, by the connection, operation, or maintenance of such Customer-provided equipment or arrangements, be such so as to cause damage to the Company Facilities or to cause injury to the Company's employees, contractors, agents or any other party. Any protective equipment required to prevent such damage or injury shall be provided by the Customer except that the Company may at any time provide such protective equipment at the Customer's expense when the Customer has not provided such protective equipment itself.

Any special interface equipment necessary to achieve compatibility between the Company Facilities and the channels, facilities, equipment or other arrangements of others shall be provided at the Customer's expense.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

Company-provided services, as well as Company Facilities, may be connected to the services or facilities of other communications carriers or other entities only when authorized by, and in accordance with, the terms and conditions of this tariff and of the tariffs or contracts of the other communications carriers or other entities.

Company Facilities may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations as well as all other applicable regulations, codes and ordinances.

The Customer and any Authorized User may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff and to Company Facilities but only to the extent that the Customer or Authorized User is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

Upon notification to the Customer and at a reasonable time the Company may perform such tests and inspections as may be necessary to ensure that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, wiring and other arrangements that connect to Company Facilities.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

If the Customer is found to be out of compliance with the protective requirements for Customer-provided equipment or other arrangements, the Company may immediately take such action as it deems necessary to protect the personnel of the Company, its contractors and/or agents or other persons or entities, as well as its network and the Company Facilities, and shall do so at the Customer's expense. The Company will notify the Customer promptly if there is a need for any corrective action. The Customer must take such corrective action and provide notice to the Company of the completion of all such activities within ten (10) days of receiving the Company's notification to the Customer except that the Customer must immediately remedy any situation that may cause harm to any Customer, to Company Facilities or to any third party, and the Customer in that situation shall provide notice to the Company immediately thereafter. The Company may take whatever additional action available under applicable federal, state or local laws that it deems reasonably necessary, including but not limited to the suspension of service and the notification of authorities, if the Customer does not eliminate any such non-compliant situation.

## 2.1.4 Claims

With respect to any service or Company Facilities, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- a. any loss, destruction or damage to Company Facilities or any other property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, contractors, agents or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- b. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

In any action between the Company and the Customer or User as defined in Section A herein to enforce any provision of this tariff, but only to the extent consistent with applicable laws, the Company shall be entitled to recover its reasonable legal fees and other associated litigation costs from the Customer in addition to other relief that the Commission or a court may award.

## 2.1.5 Limitations on Liability

## a. Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

## b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

The liability of the Company for damages arising out of the furnishing of interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, reliance consequential, exemplary or punitive damages, including, but not limited to, the loss of revenue for any reason whatsoever, including, but not limited to, any act or omission, or negligence of the Company's employees, contractors or agents, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal or any Company or Customer equipment or facilities or service provided by the Company.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers Company Facilities or any other arrangements or equipment used for or with the services that the Company offers. The Company will provide credits for interruptions in service to the extent such credits are provided by the underlying carrier.

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

The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Company Facilities or services on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company Facilities or services, by means of the combination of Company Facilities with Customer provided facilities or services, by means of Customer-provided facilities or services or by means of Customer's own communications.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The Company shall not be liable for any claims for loss or damages involving:

- a. Breach in the privacy or security of communications transmitted over Company Facilities;
- b. Any representations made by Company employees; contractors or agents that do not comport, or that are inconsistent, with the provisions of this tariff;
- c. Any act or omission in connection with the provision of 911, E911 or similar services;
- d. Any non-completion of calls due to network busy conditions;
- e. Any calls not actually attempted to be completed during any period that service is not available;
- f. Any actions by authorized governmental agencies or other parties authorized by law to perform wiretaps and surveillance activities;
- g. Injury to property or injury or death to persons, including claims for payments under Worker's Compensation laws or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to Company Facilities;
- h. Libel;
- i. Slander;
- j. Infringement of patent, copyright, trade secrets or trademarks;
- k. Any unlawful or unauthorized use of Company Facilities and services;
- l. Changes in any of the Company Facilities, or in any of the Company procedures or operations that render any equipment, facilities or services provided by the Customer obsolete or in need of modification;
- m. Any intentional, wrongful act of any Company employee(s), contractor(s) or agent(s) when such act is not within the scope of their responsibilities for the Company and/or is not authorized by the Company;
- n. Any representations made by Company employees, contractors, or agents, that do not comport, or that are inconsistent with the provisions of this tariff.

**Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**

The Company neither guarantees nor makes any warranty with respect to installations provided by it or its agents for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

The Company assumes no responsibility for the availability (including timeliness) or performance of any Company Facilities including any cable or satellite systems or related equipment or arrangements under the control of other entities, or for other equipment or arrangements provided by other entities and used in serving the Customer, even if the Company has acted as the Customer's agent in arranging for such equipment, arrangements or services unless these services are directly related to the Company's provision of service. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within ninety (90) days after the date of the occurrence that gave rise to the claim (or commencing five (5) days after remittance of the bill in the case of a dispute over charges or credits) and no action or proceeding against the Company shall be commenced more than one year after the service is last rendered.

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.3 FLEXIBLE PRICING

## 2.3.1 General

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

## 2.3.2 Conditions

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4 PAYMENT FOR SERVICE RENDERED

## 2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

The Customer is responsible for the payment of all rates and charges for services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons or entities. Further, the Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes (however designated), charges, fees (including franchise and right-of-way fees), and surcharges however designated, imposed on or based upon the provision, sale or use of such Company Facilities and/or services, with the exception of taxes on the Company's net income. Fees, charges and taxes imposed by a city, county or other political subdivision will be collected only from those Customers receiving services within the boundaries of that city, county or other political subdivision

When, at the Customer's request, installation and/or maintenance is performed by the Company's employees, contractors and/or agents outside the Company's regular business hours, the Customer shall pay the premium rates and charges that are based on the additional cost to the Company for such items as out-of-hours labor and materials (including out-of hours delivery), and any other costs incurred by or charged to the Company in meeting the Customer's out-of-hours request(s). Such additional costs shall also apply when an installation is started during the Company's regular business hours but, at the Customer's request, extends beyond the Company's regular business hours or into time periods including, but not limited to, weekends, holidays, and/or night hours.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

For the purpose of this tariff, the electronic transmission of an invoice or the Posting of amounts due to the Company from the Customer on a secure Web Site or other secure electronic communication medium shall, when available and when agreed to by the Customer in lieu of traditional mail, be considered the same as the mailing of an invoice by the Company to the Customer via the U.S. Postal Service.

Nonrecurring charges are due and payable to the Company within 30 days after the date that the invoice is mailed or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

The Company shall, on a monthly basis, present invoices to the Customer for all other amounts due including Recurring Rates and Charges, in advance of the month in which the service is provided, and all such amounts shall be due and payable within 30 days after the invoice is mailed or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

When service does not begin on the first day of the monthly bill period, or end on the last day of the monthly bill period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis based on the number of days during that partial month in which the service is provided. For this purpose, every month is considered to have 30 days.

Billing of the Customer by the Company will begin on the Service Commencement Date as defined herein. The Service Commencement Date may be extended by mutual agreement of the parties, or if the service does not conform to standards set forth in the Customer's original Service Order or in this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. Billing accrues through and includes the day that the service(s), circuit(s), arrangement(s) or component(s) is(are) discontinued.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

If the Customer's due payment is not received by the Company, or if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company in addition to the past due amount(s).

## 2.4.2 Deposits

Subject to special provisions as may be set forth herein, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

## a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

## b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

c. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.4.3. Advance Payments.

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to the applicable commission regulations.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.4 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.5 Cancellation of Application for Service

Once submitted to the Company, applications for service may not be canceled unless the Company otherwise agrees. Where the Company agrees to cancel the Customer's application for service prior to the start of service or prior to the completion of any special construction, rates and charges shall apply as follows:

- a. Where, prior to the Company's receipt and acceptance of the Customer's cancellation notice, the Company incurs any costs or expenses in securing appropriate approvals (such as permits) or in preparing to install the service including but not limited to the payment by the Company of nonrecurring and recurring fees to the Company's contractors, agents or other providers, or in procuring and/or installing the service and/or Company Facilities, or where the Company incurs any costs or expenses in connection with the termination of an agreement with any of its suppliers or other parties when such fees and/or costs are the result of the Customer's request, a charge equal to the costs that the Company incurred, less net salvage if any, shall apply. In no case shall this charge exceed the sum of the rates and charges for the minimum period of services ordered including installation charges as well as special construction charges and all rates and charges that others levy against the Company when such amounts would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- b. In addition, when the Company incurs any costs or expenses in connection with special construction, or where any activities associated with special arrangements or Company Facilities have begun, a charge equal to the costs and expenses that the Company incurred as a result of the Customer's order, less net salvage, shall apply. In such cases, the charge will be based on the cost of the Company Facilities and shall also include but not be limited to the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, fees paid by the Company or by other parties on the Company's behalf to contractors or agents of the Company, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the rates and charges that will be applied to the Customer shall be adjusted accordingly.

## 2.4.7 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

## 2.4.8 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.9 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit. In the case of any inconsistency with the regulations in Part 603.15 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

Premises Visit charges will apply separately per Customer request for trouble isolation to end users side of the demarcation point. Any additional costs involved in complying with Customer requests will be billed to the Customer and required to pay such cost.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.7 TELEPHONE SURCHARGES

## 2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined in 2.8.

## 2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown at the end of this section. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

If a municipality, political subdivision or other authorized governmental entity collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality, political subdivision or other area by reason of an agreement between the municipality, political subdivision or other authorized governmental entity and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the Customers within such municipality, political subdivision or other area, provided, however, the foregoing shall not apply to any such payment or payments or to any such service(s) without charge or at reduced rates during the term of any agreements or arrangement now in effect.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.8 SURCHARGES

## 2.8.1 IntraLATA Toll and Regional Calling Plan Providers

The Gross Revenue Tax Surcharge rates to be charged is as follows:

The following surcharges are applicable to Local Exchange Companies that provide intraLATA toll and Regional Calling Plan services. These surcharges do not apply to sales for resale.

Gross Revenue Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale<sup>1</sup></u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

MTA Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale<sup>1</sup></u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998+	.1277%	.6890%	.73%

<sup>1</sup>To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "Publication 41, Treatment of Sales for Resale under Sec. 186(e) or the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

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## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.8.2 Users of Interexchange Carrier and Reseller Services

## Surcharge for State Gross Income and Gross Earnings Taxes

The following surcharges are applicable to end users of interexchange carrier and reseller services.

Gross Revenue Tax Surcharges<sup>1</sup>

<u>Period</u>	<u>Surcharge</u>
10/1/1998	3.3592%
1/1/2000+	2.5641%

MTA Tax Surcharges<sup>1</sup>

<u>Period</u>	<u>Surcharge</u>
10/1/1998+	.5986%

<sup>1</sup> These surcharges are not applicable to services provided for resale to telecommunications companies possessing a Certificate of Public Convenience and Necessity issued by the Public Service Commission.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

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

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 633 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of backbilled amounts as outlined in 2.11.11.



Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.9.4 Termination For Cause Other Than Nonpayment

## a. General

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

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.6 regarding Deferred Payment Agreements.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

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

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## c. Change in the Company's Ability to Secure Access

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

Upon violation by the Customer of any of the terms or conditions of this tariff, the Company may discontinue or suspend service without incurring any liability

## 2.9.5 Emergency Termination of Service

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

Upon condemnation of any material portion of the Company Facilities or if a casualty renders all or any material portion of such Facilities inoperable or beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon the Customer's failure to establish credit for new or additional service, the Company, by notice to the Customer, may deny or discontinue service without liability.

Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

## 2.9.6 Refusal of Service

The Company may refuse to connect with or render service to an applicant for service when such service may or will adversely affect the service of other existing Customers or any other party, or where the applicant has not complied with federal, state, county, or municipal codes and/or regulations concerning the rendition of such service.

The Company may refuse to serve an applicant for service or a Customer if, in its judgment, the provision of service is considered hazardous, inconsistent with the terms of this tariff, or of such nature that satisfactory service cannot be given.

The Company may deny service to an applicant or Customer because of an overdue, unpaid prior obligation to the Company until the obligation is paid or payment agreement arrangements satisfactory to the Company are made. Any amount owed to the Company at the time a Customer's local service is disconnected for nonpayment is considered a prior obligation. If an applicant or Customer defaults on a payment agreement, such default shall constitute grounds for discontinuance or toll restriction of service pursuant to applicable laws and regulations.

The Company may deny installation or continuation of service to any applicant or Customer who fails to provide accurate and verifiable information necessary to establish the identity of the applicant until verifiable information is provided.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

The Company may deny installation or continuation of service to any applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements or credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among other occupants or persons residing or conducting business together for the purpose of avoiding the debts of one or more of said persons, or any other similar fraudulent devices.

The Company reserves the right to deny service to parties which are known to conduct a type of business that is not expressly permitted and approved by regulators and other appropriate authorities. In such instances, the burden of proof to demonstrate that the Customer has the necessary authorizations and that the Customer will comply with all regulatory requirements lies on the Customer. The Company will not unduly deny service from any Customer that has demonstrated such compliance upon the Company's request.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.9.7 Prohibited Uses

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

The Company may require applicants for service who intend to use the Company's offerings for resale to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

The Company may require a Customer to immediately discontinue its transmission of signals if said transmission is causing interference or any other type of harm to others.

A Customer, Joint User or Authorized User as defined herein may not assign, or transfer in any manner, the service or any rights associated with the service that the Company provides to it without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all rates and charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and new service nonrecurring installation charges as stated in this tariff will apply.



Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Rates as described herein apply to service furnished.
- b. The use of facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

2.10.2 Telephone Number Changes

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

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

2.10.3 Dishonored Checks

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

2.10.4 Deposits

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

## 2.11.1 Application of Rates

Residential service applies to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment ) for domestic use.

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

## 2.11.2 Deposits

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

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment.

Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

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

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## Customers Exempt from Deposits

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

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

A Customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A Customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the Customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.11.7 below.)

## 2.11.3 Telephone Number Changes

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

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

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

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11.4 Installment Billing For Nonrecurring Charges

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

Installment billing is subject to the following restrictions:

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

Residential services applies to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11.5 Adjusted Payment Schedule

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

## 2.11.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11.7 Deferred Payment Agreements

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

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

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11.8 Dishonored Checks

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

## 2.11.9 Suspension or Termination - Abandonment

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

## 2.11.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 633.5, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 633.5, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.11.11 Suspension or Termination - Elderly, Blind or Disabled

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

- a) the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 633.5, or
- b) the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

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

## 2.11.12 Backbilling for Residential Customers

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

- c. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
- i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
    - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

## 2.12.3 Cancellation for Service Interruption

Cancellation or termination by the Customer due to a service interruption is permitted only if a circuit experiences, through no fault of the Customer, a single continuous outage of eight (8) hours or more or multiple outages that total at least sixteen (16) hours in a continuous twelve-month period. The right of the Customer to cancel service under this provision applies only to the single circuit which was subject to the outage(s).

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.13 AUTOMATIC NUMBER IDENTIFICATION

## 2.13.1 Regulations

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

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

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.13.2 Terms and Conditions

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

## 2.14 USE OF THE CUSTOMER'S SERVICE BY OTHERS

## a. Resale

Any service provided under this tariff may be resold to or share with other persons or entities at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account (including service(s) billed to the telephone number(s) assigned to the Customer) pursuant to this tariff, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying the Company of any unauthorized use.

## b. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from that designated Customer. That designated Customer retains total responsibility for managing each joint use arrangement that it allows in order to ensure compliance with this tariff and applicable requirements of the Commission and of the law, and for making payment to the Company for all charges that the Customer and the Customer's joint users incur, even though each joint user that the Company bills directly shall be responsible for the payment of the charges billed to it.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.15 CANCELLATION OF SERVICE

If the Customer cancels a Service Order or terminates service(s) before the completion of the service commitment period for any reason whatsoever other than a service interruption as addressed in Section A.5.3 preceding, the Customer shall pay to the Company the following rates and charges which shall become due on the effective date of the cancellation or termination and which shall be payable within thirty (30) days thereafter:

- a. any termination charges applicable to the service(s) or Company Facilities that the Customer purchased from the Company;
- b. all costs, fees and expenses reasonably incurred by the Company in connection with any special construction that had been necessitated by the Customer's order(s);
- c. all unpaid recurring or nonrecurring rates and charges;
- d. any disconnection, early cancellation, termination or similar costs or financial penalties that the Company incurred as a result of the Customer's order(s) for service and that the Company must pay to third parties; and
- e. all recurring charges specified in the applicable tariff for the balance of the then-current term of service, discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation less a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

## 2.16 TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and Company Facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- a. to its parent company or to any of the Company's subsidiaries or affiliates;
- b. pursuant to any sale or transfer of substantially all the assets of the Company; or
- c. pursuant to any financing, merger or reorganization of the Company.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.17 NOTICES AND COMMUNICATIONS

The Customer shall designate on the Service Order an address to which the Company shall mail, deliver or e-mail all notices and other communications, except that Customer may also designate a separate address to which Company bills shall be mailed, delivered or, if available by the Company, transmitted.

The Company shall designate on the Service Order an address to which the Customer shall mail, deliver or e-mail all notices and other communications, except that Company may designate a separate address on each bill to which the Customer shall mail, deliver or, if available by the Company, transmit the payment.

All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed, delivered or transmitted to the Customer by the Company, shall be presumed to have been delivered on the third business day following the prepaid and properly-addressed mailing, delivering or transmitting of the notice, communication or bill or shall be presumed to have been delivered when such notices, communications and/or bills are actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.18 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

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

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## Requests for Service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Service will not be sold, resold or transferred in consideration for money or any other thing of value.

## Obligations of the Company

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price.)
- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

## Discounted Rates for Schools and Libraries

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

- d. The discount matrix for eligible schools, libraries and consortia is provided in Attachment I herein.

## 2.19 HEALTH CARE PROVIDERS SUPPORT PROGRAM

General – The purpose of the Health Care Providers Support Program is to enable public and nonprofit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas.

The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services available in this Tariff.

Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R) 54.601 et. seq., and any amendments made thereto.

## Regulations

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

- d. Responsibility of eligible health care providers:
1. Rural health care providers and consortia shall participate in a competition bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
  2. Rural health care providers and consortia shall submit requests for services to the Program Administrator, as designated by the FCC, and follow established procedures.
  3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.
- e. Responsibility of the Company
1. The Company shall offer the rates and charges as specified herein to eligible health care providers to the extent that facilities and services are available and offered in the Company's tariff.
  2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
  3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.19.1 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except Section 2.19.1 subparagraph c., which shall be available to all eligible health care providers, regardless of location.

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

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority

## 2.20.1 General

- (A) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- (B) The TSP program has two components, restoration and provisioning.
- (1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  - (2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.



## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

## 2.20.2 TSP Request Process

## (A) Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- (1) Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

- (2) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- (3) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- (4) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- (5) Submit the SF 315 to the OPT.
- (6) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.20.2 TSP Request Process, (Cont'd.)

(B) Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.20.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- (A) Identify telecommunications services requiring priority.
- (B) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- (C) Accept TSP services by the service due dates.
- (D) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- (E) Pay the Company any authorized costs associated with priority services.
- (F) Report to the Company any failed or unusable services with priority levels.
- (G) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (H) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

## 2.20.4 Responsibilities of the Company

The Company will perform the following:

- (A) Provide TSP service only after receipt of a TSP authorization code.
- (B) Revoke TSP services at the direction of the end-user or OPT.
- (C) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (D) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (E) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (F) Confirm completion of TSP service order activity to the OPT.
- (G) Participate in reconciliation of TSP information at the request of the OPT.
- (H) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- (I) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (J) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- (K) Disclose content of the NS/EP TSP database only as may be required by law.
- (L) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority,  
(Cont'd.)

## 2.20.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

## Section 3 - CONNECTION CHARGES

## 3.1 CONNECTION CHARGE

## 3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

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

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

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

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

Change: The change, including rearrangement or reclassification, of existing service at the same location.

## 3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the Customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion.

## Section 3 - CONNECTION CHARGES (Cont'd)

## 3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in this Tariff.

Restoral Charge, per line

Minimum: \$ 0.00

Maximum: \$ 79.00

## 3.3 RATES AND CHARGES

## 3.3.1 Service Ordering Charges

Charges are applicable when the Company receives or processes requests for service.

	<u>Nonrecurring Minimum</u>	<u>Maximum</u>
Account Setup Fee, per account, per location (Applies when establishing a new account with the Company)	\$0.00	\$50.00
Record Order Charge, per order (Applies for Customer requested changes which affect only Company maintained records.)	\$0.00	\$35.90
Primary Service Order charge, per order (Applies when a Customer add/move lines, trunks, T-1/PRI, IAD and Total Communications, change analog PBX trunks and convert RCF to UNE)	\$0.00	\$140.00
Secondary Service Order Charge, per order (Applies when a Customer add/change Custom Calling or miscellaneous features, toll blocking options, DID Services, voicemail, change RCF terminating number, and upgrade/downgrade IAD channels)	\$0.00	\$80.00
Telephone Number Change Charge	\$0.00	\$80.00

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## Section 3 - CONNECTION CHARGES (Cont'd)

## 3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

## 3.4.1 Premises Visit

Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, or 2) trouble found attributable to Customer provided equipment (CPE). Premise visit charges will not apply to customers subscribing to an Inside Wire Maintenance Plan.

The time period for which the Premise Visit charge is applied will commence at Company personnel's arrival at the Customer's premise and end when work is completed.

<u>Charge Per Visit</u>	<u>Minimum</u>	<u>Maximum</u>
First hour, or any portion thereof	\$0.00	\$112.00
Each additional 30 minutes, or any portion thereof	\$0.00	\$ 45.00



Section 3 - CONNECTION CHARGES (Cont'd)

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

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

Minimum: \$ 0.00

Maximum: \$ 5.00

## Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES

## 4.1 GENERAL

## 4.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

## 4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- c. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.2 TIMING OF CALLS

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person call, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed in the rates in effect at the beginning of each minute.

## Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

## 4.3 TIME PERIODS DEFINED

Time Periods - Day, Evening and Night rate periods are shown below. On holidays, Evening rates will apply unless a lower rate would normally apply.

<u>Rates</u>	<u>From</u>	<u>Up to But Not Including</u>	<u>Days Applicable</u>
Day:	8:00 A.M.	9:00 P.M.	Mon. – Fri.
Evening:	9:00 P.M.	11:00 P.M.	Mon. – Fri.
	5:00 P.M.	11:00 P.M.	Sunday
Night:	All other days, times and holidays.		
	11:00 P.M.	8:00 A.M	All days
	8:00 A.M	11:00 P.M.	Saturday
	8:00 A.M	5:00 P.M.	Sunday

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A Customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that Customer's account shall be the location of the Customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

## Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

## Section 5 - SUPPLEMENTAL SERVICES

## 5.1 CENTRAL OFFICE FEATURES

## 5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Custom Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Custom Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Custom Calling Features are only provided for basic access line services. The Customer will be billed a Service Order charge for each change or set-up of each occurrence a feature or group of features is added to the Customer's service.

The Company offers the ability to subscribe to various Custom Calling Feature Packages.

## 5.1.2 Description of Features

Anonymous Call Rejection - Allows a Customer to redirect incoming calls for which calling name and number display has been suppressed through the use of blocking to an announcement indicating that the Customer is not presently accepting calls. This feature is provided automatically to Customers subscribing to Caller ID, Caller ID with Name, Call Waiting ID, and Call Waiting ID with Name and will be provided in the inactive state and will have no effect on the Customer's telephone service until the Customer activates it by dialing a code.

Speed Dial 8 - Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 30 - Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Call Return - Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID - Allows the subscriber to view the listed telephone number from which the incoming call is dialed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls.

Caller ID with Name - Allows subscriber to view listed name associated with the telephone number before the phone is answered. This feature is only offered to Customers who subscribe to Caller ID.

Select Blocking Caller ID - Allows the subscriber phone number to be blocked from selected Caller ID units by dialing a code before the number being dialed.

Complete Blocking Caller ID - Allows the subscriber's phone number to be blocked from selected Caller ID units by dialing a code before the number being dialed.

Caller ID Privacy - Blocks the delivery of customer's Caller ID information on a per trunk group basis.

Call Trace - Allows a Customer to dial a code to automatically request that the Company or specified Utility to record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation purposes.

Multi-Ring Service 2 - Allows the subscriber to have as many as two different telephone numbers associated with a single line without adding a second or third access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

Multi-Ring Service 3 - Allows the subscriber to have as many as three different telephone numbers associated with a single line without adding a second or third access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.



## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Block Third Party and Collect Calls - Prevents collect calls and calls billed to a third party at no charge. A Record Change Order Charge will apply to unblock these types of calls.

Three Way Calling/Call Hold - The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

Call Forwarding Variable - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding - No Answer automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Busy and No Answer - Allows a subscriber to have calls forwarded when the dialed line is either busy or there is no answer after a pre-determined number of rings.

Simultaneous Call Forwarding - Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding customer is responsible for the payment of any applicable toll charges for each call between the Simultaneous Call Forwarding telephone and the line to which the call is being forwarded.

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Call Waiting/Cancel Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Repeat Dialing - The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer. Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

Repeat Dialing

The following types of calls cannot be accessed with Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

Three-Way Calling with Transfer - This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference.

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 RATES AND CHARGES

1. Monthly Rates and Per Usage Rates

Maximum and minimum rates for services are located in Sections 5 and 7.

2. Connection Charges

Connection charges may apply when a Customer requests connection to one or more custom calling features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

Minimum: \$00.00

Maximum: \$20.00

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Monthly Recurring Rates

	<u>Min</u>	<u>Max</u>
Call Waiting/ Cancel Call Waiting	\$0.00	\$11.68
Three-Way Calling	\$0.00	\$ 6.23
Speed Dial 8	\$0.00	\$ 6.23
Speed Dial 30	\$0.00	\$10.38
Call Forwarding Variable	\$0.00	\$ 6.23
Call Forwarding - Busy	\$0.00	\$ 3.30
Call Forward - No Answer	\$0.00	\$ 3.00
Call Forward – Busy and No Answer	\$0.00	\$ 4.75
Simultaneous Call Forwarding	\$0.00	\$ 3.10
Call Return	\$0.00	\$ 4.50
Repeat Dialing	\$0.00	\$ 4.50
MultiRing-2	\$0.00	\$ 7.53
MultiRing-3	\$0.00	\$10.90
Caller ID	\$0.00	\$ 8.50
Caller ID with name	\$0.00	\$ 9.50
Caller ID Privacy	N/C	N/C
Selective Blocking for Caller ID	N/C	N/C
Complete Blocking for Caller ID	N/C	N/C
Anonymous Call Rejection	N/C	N/C
Three-way Call Transfer	\$0.00	\$4.00

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## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## Feature Package Rates

The following rates apply for business Customers subscribing to the feature combinations listed:

Monthly Recurring

	<u>Min</u>	<u>Max</u>
Call Forwarding and Call Waiting	\$0.00	\$13.76
Call Forwarding and Speed Dial 8	\$0.00	\$10.90
Call Forwarding, Call Waiting and Speed Dial 8	\$0.00	\$17.91
Call Waiting and Speed Dial 8	\$0.00	\$13.76
Three Way Calling and Call Forwarding	\$0.00	\$10.96
Three Way Calling and Call Waiting	\$0.00	\$13.76
Three Way Calling and Speed Dial 8	\$0.00	\$10.90
Three Way Calling, Call Forwarding and Call Waiting	\$0.00	\$17.91
Three Way Calling, Call Forwarding and Speed Dial 8	\$0.00	\$15.83
Three Way Calling, Call Forwarding, Call Waiting and Speed Dial 8	\$0.00	\$20.24
Three Way Calling, Call Waiting, and Speed Dial 8	\$0.00	\$17.91

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Per Usage Feature Charge

	<u>Rate</u>
Call Trace (*57)	\$1.50
Call Return	\$ .75
Repeat Dialing	\$ .75
Three-Way Calling	\$ .75
Block Call Return	N/C
Block Repeat Dial	N/C
Block Three-Way Calling	N/C
Block Call Trace	N/C
Block All Usage Sensitive Features	N/C

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 PROMOTIONAL OFFERING

5.3.1 General

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.4 BUSY VERIFICATION AND INTERRUPT SERVICE

## 5.4.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

## 5.4.2 Rate Application

a. A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress, or
2. The operator verifies that the line is available for incoming calls.

b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

## 5.4.3 Rates

	Minimum	Maximum
Verification Charge, each request	\$ 0.00	\$1.00
Interrupt Charge, each request	\$ 0.00	\$1.50



## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.5 DIRECTORY ASSISTANCE SERVICE

## 5.5.1 General

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

## 5.5.2 Regulations

Local Directory Assistance - Local Directory Assistance is a service where customers may request listing information for areas within their LATA or home NPA. There is an allowance of five free Local Directory Assistance calls per one month billing period.

National Directory Assistance - National Directory Assistance is a service where customers may request listing information for areas outside their LATA or home NPA. There are no call allowances with National Directory Assistance.

Charge applies for each call to Directory Assistance (except where call allowances apply) in any one month billing period for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- b. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Tariff, up to a maximum of 50 requests per month.
- c. Customer experiences poor transmission or is cut-off during the call.

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

	Minimum	Maximum
Local Requested Number Charge Per Call Requested	\$0.00	\$0.50
National Requested Number Per Call Requested	\$0.00	\$0.50

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.6 LOCAL OPERATOR SERVICE

Third Number Billing - A billing arrangement by which a message may be charged to an authorized service point as determined by the company other than the service point originating the call or the service point where the call is terminated.

Collect Calling - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third number. In the case of a public or semi-public coin telephone, the charges must be billed to a calling card or third number, or the call may be re-originated from the called service point.

Person to Person - Calls completed with the assistance of the Company operator to a particular person, station, department, or PBX extension specified by the calling party. Where this service is available, rates and charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Operator Assisted Surcharges – The following surcharges will be applied on a per call basis.

	Minimum	Maximum
Third Number Billing	\$0.00	\$1.33
Collect Calling	\$0.00	\$1.58
Person to Person	\$0.00	\$3.49

## 5.7 DIRECTORY LISTING DESCRIPTION OF SERVICES

Duplicate Listings – Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

Alternate Call Listings – Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 DIRECTORY LISTING DESCRIPTION OF SERVICES (Cont'd)

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group with each Joint User service.

Additional Listing - If more than one listing in the directory is requested, an additional listing may be furnished in other names when in sole judgment of the Company the subscriber's service is not a joint user, shared or being resold.

Non-Published Number - A non-published number will be furnished at the Customer's request. A non-published number is not listed in the Company's telephone directories, or in directory assistance records. Listing information (name, address and number) on a non-published number is not available to the general public.

The Company will waive the otherwise applicable charges for a non-published telephone listing, where the Customer requests protection of its identity in connection with the Customer's purchase of telephone service and the Customer is a victim of domestic violence, as defined in Section 459(a) of the social services law, and for whose benefit any order of protection, other than a temporary order of protection, has been issued by a court of competent jurisdiction. This waiver of charges shall be for the duration of the applicable, non-temporary order. Any non-published listing will conform to all the same requirements of other non-published listings. A Customer requesting such accommodation shall provide a copy of the order of protection to the Company.

(N)  
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(N)

Foreign Listing - Listings appearing in a directory other than the directory in which local service is furnished.

Cross Reference Listing - May be furnished when it is necessary to refer the directory user to another directory listing.

Caption Listing - Listings may be indented under a caption or subcaption at no additional charge when in the judgment of the Company; the captions will facilitate the use of the service.

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(M)\*

\* *Material previously located on this page has moved to page 15*

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Intercept Services - Intercept Service provides a recorded announcement that states the line number status and a referral number, if available, for calls placed to a disconnected or changed business line number.

Intercept Service is subject to the availability of facilities.

Basic Intercept Service is provided free of charge to business customers for primary and DID numbers upon request for a minimum of 90 days. A charge applies per month per number for Extended Intercept Service in which a request is made for intercept service beyond the initial free time period. The service will be available for a maximum of nine months following the initial free period or Basic Intercept Service.

The charge for this service is billed in advance as a one time charge on the final invoice for that number, and is based on the length of time service is requested.

Recurring Charges – Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>For Listing or Per Number Charge</u>	
	Minimum	Maximum
Primary Listing	N/C	N/C
Non-Published Number	\$0.00	\$2.04
Night Listing	\$0.00	\$3.76
Additional/Alternated Duplicate Listings		
One Line	\$0.00	\$1.97
Two or more lines	\$0.00	\$3.76
Foreign Listing	\$0.00	\$1.97
Cross Reference	\$0.00	\$1.97

\* *Material previously located on page 14.*

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## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.8 BLOCKING SERVICE

## 5.8.1 General

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

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

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

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

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.8.2 Regulations

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

## 5.8.3 Rates and Charges

1. Blocking charges do not apply to residential Customers.
2. Recurring and Nonrecurring Charges

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

	Nonrecurring Charge	
	Minimum	Maximum
900 and 700 Blocking - (up to 200 lines)	\$0.00	\$11.00
900, 971, 974, and 700 Blocking (up to 200 lines)	\$0.00	\$11.00

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

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

## 2. Recurring and Nonrecurring Charges (Cont'd)

	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
Third Number Billed and Collect Call Restriction	N/C	N/C
Toll Restriction	N/C	N/C
Toll Restriction Plus	N/C	N/C
Direct Inward Dialing Blocking (Third Party and Collect Call)		
- Initial Activation	N/C	N/C
- Subsequent Activation (per line)	N/C	N/C

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



## Section 6 - LOCAL CALLING AREAS AND CHARGES BASED ON TIME

## 6.1 LOCAL SERVICES – USAGE BASED

## 6.1.1 Rates and Charges and Time Periods

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Calls are rounded to the next higher full minute. If the computed charge includes a fraction of a cent, the fraction is rounded down to the next whole cent. Calls that begin in one rate period and end in another will be charged according to the applicable period for each portion of the call, except for per-call rates will be charged according to the rate period the call begins.

## 6.1.2 Local Calling

Local Services - This section contains a general description of the services offered by the Company and the rates and charges applicable to each such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas in the State of New York, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements ("UNEs"), Resold Services and through the use of Company Facilities.

Exchange Access Service (i.e., Local Exchange Service)

## Section 6 - LOCAL CALLING AREAS AND CHARGES BASED ON TIME (Cont'd)

## 6.2 TIME PERIODS DEFINED

Time Periods - Day, Evening and Night rate periods are shown below. On holidays, Evening rates will apply unless a lower rate would normally apply.

<u>Rates</u>	<u>From</u>	<u>Up to But Not Including</u>	<u>Days Applicable</u>
Day:	8:00 A.M.	9:00 P.M.	Mon. – Fri.
Evening:	9:00 P.M.	11:00 P.M.	Mon. – Fri.
	5:00 P.M.	11:00 P.M.	Sunday
Night:	All other days, times and holidays.		
	11:00 P.M.	8:00 A.M	All days
	8:00 A.M	11:00 P.M.	Saturday
	8:00 A.M	5:00 P.M.	Sunday

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Section 6 - LOCAL CALLING AREAS AND CHARGES BASED ON TIME (Cont'd)

6.3 GENERAL AVAILABILITY

General - Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a. place calls to other stations on or connected to the PSN;
- b. receive calls from other stations on or connected to the PSN;
- c. access the Company's Local Calling Services and other services as set forth in this tariff;
- d. access interexchange calling services of the Company and of other carriers;
- e. access operators and business offices for service-related assistance;
- f. access Directory Assistance;
- g. access toll-free telecommunications services such as 800/888 NPA;
- h. access 911/E911 services for emergency calling;
- i. access Telecommunications Relay Service;
- j. access other services authorized by the State Commission and the Federal Communications Commission.

Section 6 - LOCAL CALLING AREAS AND CHARGES BASED ON TIME (Cont'd)

Service Areas - The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of the ILEC (Verizon New York Inc.) serving the same exchange area as the Company.

Usage Rates – All Local Exchange Service Customers must order service on a per minute basis excluding an initial three minutes per call minimum. These rates will apply to all outgoing direct dialed calls placed to Stations within the caller's local exchange area, as defined herein.

Per Minute Usage Rate – The following rates will be applied on a per minute basis excluding an initial three minutes per call minimum. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

Local Call Measured Service

Day

1 <sup>st</sup> Three Minutes		Add'l Minutes	
<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
\$0.000	\$0.080	\$0.000	\$0.013

Evening

1 <sup>st</sup> Three Minutes		Add'l Minutes	
Minimum	Maximum	Minimum	Maximum
\$0.000	\$0.080	\$0.000	\$0.013

Night

1 <sup>st</sup> Three Minutes		Add'l Minutes	
Minimum	Maximum	Minimum	Maximum
\$0.000	\$0.070	\$0.000	\$0.015

## Section 7 - NETWORK SWITCHED SERVICES

## 7.1 GENERAL

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

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

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

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

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

Basic Local Line Service

Multi-Line Service

PBX Trunks

Local Trunk Basic Service (Analog)

Basic Line Service, Multi-Line Service, Digital and Analog PBX trunks are offered with message rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, multi-line, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2.1 Basic Local Line Service (Grandfathered – not available to new customers) (T)

1. General

Basic Local Line Service provides a Customer with a one or more analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single line terminal equipment such as station sets or facsimile machines. Line will be equipped with touch tone service at no charge.

Each Basic Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the Customer

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

2. Message Rate Basic Local Line Service

Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge.

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

Local usage rates are provided in Section 6 herein.



## Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

## Basic Local Line Service Non-Recurring Charges

	<u>Minimum</u>	<u>Maximum</u>
Line Connection Charge (per line up to 99 lines)	\$0.00	\$ 50.05
Line Connection Charge (over 99 lines)	\$0.00	\$ 35.90

Service order charges apply as described in Section 3 of this tariff.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

Basic Local Line Recurring Charges

	Monthly Minimum	Monthly Maximum
Local Line – Line Charge (per line)	\$0.00	\$ 17.59

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## Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

## 7.2.2 Multi-Line Service

## 1. Description

Multi-Line Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Multi-Line is available as a message rated service. Multi-Line Service is provided for connection of Customer-provided multi-line terminal equipment. All Multi-Lines will be equipped with touchtone and multi-line hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 6.

Each Multi-Line has the following characteristics:

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

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

Multi-Line Service

Standard Features – Multi-Line Customer is provided with the following standard features:

Touch Tone  
Multiline Hunting

2. Recurring and Nonrecurring Charges

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

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

Local usage rates are provided in Section 6 herein.

## Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

## Multi-Line Service Non-Recurring Charges

	<u>Minimum</u>	<u>Maximum</u>
Line Connection Charge (1 to 99 lines, per line)	\$0.00	\$ 50.05
Line Connection Charge (100+ lines, per line)	\$0.00	\$ 35.90

Service order charges apply as described in Section 3 of this tariff.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

Multi-Line Service Recurring Charges

	Monthly <u>Minimum</u>	Monthly <u>Maximum</u>
Local Line – Line Charge (per line)	\$0.00	\$ 17.59

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## Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

## 7.2.3 PBX Trunks

## 1. General

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

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

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

Each Analog Trunk has the following characteristics:

Terminal Interface: 2-wire or 4-wire, as required for the provision of service

Signaling Type: Loop, Ground, E&M I, II, II

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

2. Message Rate Analog PBX Trunks

Description

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

Standard Feature(s) - Each Company-provided Basic Trunk Service will automatically include Touch Tone Dialing and a Hunting Arrangement at no additional charge to the Customer.

One-Way Inbound or Two-Way

Features: The following features are available:

Multiline Hunting  
Serial Hunting  
Distributed Line Hunting



Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

3. PBX Trunks Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 6.

Local usage rates are provided in Section 6 herein.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunks Non-Recurring Charges

	Minimum	Maximum
Line Connection Charge (1 to 99 trunks, per trunk)	\$0.00	\$ 50.05
Line Connection Charge (100+ trunks, per trunk)	\$0.00	\$ 35.90

Service order charges apply as described in Section 3 of this tariff.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunks Monthly Recurring Charges

	Minimum	Maximum
Local Trunk - Basic Charge (per trunk)	\$0.00	\$ 24.35

7.2.4 Trunk Basic Service - Basic Trunk Service provides the Customer with a single, voicegrade communications channel. Basic Trunk Service is to be used to connect the Customer's Private Branch Exchange (PBX) systems to the Public Switched Network (PSN). Each Basic Trunk Service is automatically configured into a Hunting Arrangement along with other Company-provided Basic Trunk Services. Each Basic Trunk Service will, for an additional charge, be equipped with Basic Direct Inward Dial (DID) and Direct Outward Dial (DOD) capability. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan are reflected herein.

Local Trunk-Basic Rates and Charges – A local Trunk-Basic Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

7.2.5 Local DID Trunk Service\* – Local DID Trunk Service provides the Customer with a single, incoming voice-grade communications channel. Local DID Trunk Service is to be used to connect the Customer's Private Branch Exchange (PBX) systems to the Public Switched Network (PSN) and transmits the dialed digits for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer assigned DID telephone number. Each Local DID Trunk Service is automatically configured into a Hunting Arrangement along with other Company-provided Local DID Trunk Services. (T)

Each Local DID Trunk Service will, for an additional charge, be equipped with Analog Direct Inward Dial (DID) and Direct Outward Dial (DOD) capability. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan.

\* Grandfathered – not available to new customers (N)

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

Local DID Trunk Service Monthly Recurring Charges

Standard Feature(s) - Each Company-provided Basic Trunk Service will automatically include Tone Dialing and a Hunting Arrangement at no additional charge to the Customer.

One-Way Inbound or Two-Way

Features: The following features are available:

Multiline Hunting

Serial Hunting

Distributed Line Hunting

## Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

## Local DID Trunk Service Non-Recurring Charges

	Minimum	Maximum
Analog PBX/DID Trunks (1 to 99, per trunk)	\$0.00	\$ 50.05
Line Connection (per DID Trunk)	\$0.00	\$159.00
Trunk Connection Service Order (per DID trunk group)	\$0.00	\$371.95
100+ trunks, per trunk	\$0.00	\$ 35.90

Service order charges apply as described in Section 3 of this tariff.

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

Local DID Trunk Service Monthly Recurring Charges

	<u>Minimum</u>	<u>Maximum</u>
Local Trunk – DID Charge (per trunk)	\$0.00	\$45.01
DID Number Charge (per block of 100 numbers)	\$0.00	\$18.23
DID number charge (per block of 20 numbers)	\$0.00	\$ 3.64
2-Wire DID Loop/Additive trunk charges, per DID trunk	\$0.00	\$19.08
4-Wire DID Loop/Additive trunk charges, per DID trunk	\$0.00	\$38.16

(D)

(D)

Section 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.3 BUNDLED SERVICES

7.3.1 Bundled Residential Plans

FirstTalk Basic Residential

MRC

Unlimited Local Calling	maximum	\$59.95
Caller ID Name and Number		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.044	
Interstate rate per minute*	\$0.058	

7.3.2 Bundled Business Plans

FirstTalk Basic Commercial (12 month term)

MRC

Unlimited Local Calling	maximum	\$69.95
Caller ID Name and Number		
Call Forwarding		
Hunting (Optional)		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.039	
Interstate long distance rate per minute*	\$0.053	

\* Interstate rates are for continental US only

Section 8 - SPECIAL SERVICES AND PROGRAMS

8.1 RESERVED FOR FUTURE USE

(T)

(D)

(D)



Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.1 RESERVED FOR FUTURE USE (Cont'd)

(T)

(D)

(D)

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.1 RESERVED FOR FUTURE USE (Cont'd)

(T)

(D)

(D)

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.2 RESERVED FOR FUTURE USE

(T)

(D)

(D)

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a Customer certified as hearing or speech impaired.

A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.

The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.

The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

## Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

## 8.4.1 General

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

## 8.4.2 Certification

Acceptable certifications are:

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

## 8.4.3 Qualification

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

## 8.4.4 Billing

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

## Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

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

## 8.6 NEW YORK RELAY SERVICE

## 8.6.1 General

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

## 8.6.2 Regulations

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

## Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 8.6.2 Regulations (cont'd)

- d. The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
  2. calls to time or weather recorded messages;
  3. station sent paid calls from coin telephones; and
  4. operator-handled conference service and other teleconference calls.

## 8.6.3 Liability

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

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.7.1 General

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

8.7.2 Rate

Within the Company's Territory:

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

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

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



Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7.3 Qualification

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

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7.4 Billing Authorization

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

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

## Section 9 - SPECIAL ARRANGEMENTS

## 9.1 SPECIAL CONSTRUCTION

General - Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs.

Customer Acceptance - Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

## Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

Cost Computation – Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation;
  - (4) rights of way; and
  - (5) shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

## Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

Termination Liability – To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts for:
  - (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
    - \* engineering, labor and supervision;
    - \* transportation;
    - \* rights of way; and
    - \* shipping and delivery.
  - (2) license preparation, processing and related fees;
  - (3) tariff preparation, processing and related fees;
  - (4) cost of removal and restoration, where appropriate; and
  - (5) any other identified costs related to the specially constructed or rearranged facilities.

Calculating Termination Charges – Termination charges shall be computed in accordance with tariffed regulations or contractual agreements in effect.

## Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

## 9.1.1 Termination Liability

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

The period on which the termination liability is based is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

## Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

## 9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

## 9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the Customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

Services no longer available for new service

**10.1.1 First Communications assumes** the Acceris local base under Docket #

6-C-1447, maintaining the Acceris terms and conditions for the Acceris Local Customers. Section 10 points to the area in the in First Communications tariff that mirrored that of the Acceris tariff and notes the differences between the First Communications Tariff and that of Acceris that continue to be honored for the Acceris local customers.

**10.1.2 Connection Charges**

This section contents were located in Accessis Section 3, Connection Charges

10.1.2.1 The following sections mirror those of First Communications:

Acceris Tariff Section 3	Mirrors First Communications Tariff Section
3.1.1 General	3.1.1 General - Paragraph 1
3.1.2 Exception to the Charge	3.1.2 Exception to the Charge
3.2 Restoral Charges (text only – min/max below)	3.2.Restoral Charges Text only
3.3 Moves, Adds and Changes (text only – min/max below)	3.1.1 General Paragraphs 2-6
3.5 Primary Interexchange Carrier Change Charge	3.5 Primary Interexchange Carrier Change Charge

10.1.2.2 The following are in effect for Acceris but not in the First Communications tariff. These will be honored for former Acceris customers:

10.1.2.2.a Restoral Charges, minimum and maximum rates, from *Acceris Section 3.2.*

	<u>Business</u>	<u>Residence</u>
Minimum:	\$ 5.00	\$ 5.00
Maximum:	\$ 60.00	\$60.00

10.1.2.2.b Moves, Adds and Changes minimum and maximum rates from *Acceris Section 3.3*

Residence Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$60.00	\$60.00	\$60.00
Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$60.00	\$60.00	\$60.00

(N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.2 Connection Charges (cont)**

10.1.2.2 The following are in effect for Acceris but not in the First Communications tariff. These will be honored for former Acceris customers: (cont)

10.1.2.2.c Charges Associated with Premise Visits from *Acceris Section 3.4*

Trouble Isolation Charge

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

<u>Maximum</u>	<u>Minimum</u>
Per Premises Visit, Residence: \$120.00	\$10.00
Per Premises Visit, Business: \$120.00	\$10.00

(N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.3 Regional Toll Usage and Mileage Charges**

This section contents were located in Acceris Section 4, Regional Toll and Mileage Charges

10.1.3.1 The following sections mirror those of First Communications

Acceris Tariff Section 4	Mirrors First Communications Tariff Section
4.1.1 Description (Note: the Acceris name for the service is Regional Toll . Its description mirrors the service First Communications calls Intralata Toll Service.)	4.1.1 Description (Note: the First Communications name for the service is Intralata Toll Service. Its description mirrors the service Acceris calls Regional Toll Service).
4.1.2 Classes of Calls	4.1.2 Classes of Calls
4.2 Timing of Calls	4.2 Timing of Calls
4.3 3 Time Periods Defined Holidays	4.3 Time Periods Defined Holidays
4.4 Regulations and Computation of Mileage	4.4 Regulations and Computation of Mileage

10.1.3.2 The following are in effect for Acceris but not in the First Communications tariff. These will be honored for former Acceris customers:

10.1.3.2.a TIME PERIODS DEFINED from *Acceris Section 4.3*

Unless otherwise indicated in this Tariff, the following time periods apply.

10.1.3.2.b Peak from *Acceris Section 4.3.1*:

8:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

10.1.3.2.c Off-Peak from *Acceris Section 4.3.2*:

7:00 p.m. to, but not including, 8:00 a.m. - Sunday through Friday

All day Saturday and Sunday

All Holidays

10.1.3.2.d All times refer to local time from *Acceris Section 4.3.4*

(N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.3 Regional Toll Usage and Mileage Charges (Cont)**

10.1.3.2.e CALL CHARGES from *Acceris Section 4.5*

Rates are based upon the originating and terminating region within the New York Metro LATA, time of day period (as defined in Section 4.3), and the length of call. Unless otherwise indicated in this tariff, the charge for the length of call is determined based upon an initial 60 second period, and additional increments of 6 seconds or fractions thereof.

In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

10.1.3.2.f. Usage Charges from *Acceris Section 4.5.1*

Minimum:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

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**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.3 Regional Toll Usage and Mileage Charges (Cont)**

10.1.3.2.f Usage Charges from *Acceris Section 4.5.1* (Cont)

Maximum:

<i>TO&gt;</i>	Nassau	NYC	Rockland	E. Suffolk	W. Suffolk	L. West	U. West	Gr/Byram
<i>FROM</i>								
Initial Nassau	HR	.15	.15	.15	.15	.15	.15	.15
Additional	HR	.15	.15	.15	.15	.15	.15	.15
Initial NYC	.15	HR	.15	.15	.15	.15	.15	.15
Additional	.15	HR	.15	.15	.15	.15	.15	.15
Initial Rockland	.15	.15	HR	.15	.15	.15	.15	.15
Additional	.15	.15	HR	.15	.15	.15	.15	.15
Initial E. Suffolk	.15	.15	.15	HR	.15	.15	.15	.15
Additional	.15	.15	.15	HR	.15	.15	.15	.15
Initial W. Suffolk	.15	.15	.15	.15	HR	.15	.15	.15
Additional	.15	.15	.15	.15	HR	.15	.15	.15
Initial L. West	.15	.15	.15	.15	.15	HR	.15	.15
Additional	.15	.15	.15	.15	.15	HR	.15	.15
Initial U. West	.15	.15	.15	.15	.15	.15	HR	.15
Additional	.15	.15	.15	.15	.15	.15	HR	.15
Initial Gr/Byram	.15	.15	.15	.15	.15	.15	.15	HR
Additional	.15	.15	.15	.15	.15	.15	.15	HR

First 60 seconds / additional per minute rate billed in six second increments (for example, the rate for a call 1 minute and six seconds in length is  $\$0.15 + (\$0.15/10) = \$0.15 + \$0.015 = \$0.165$  rounded to nearest cent equals  $(\$0.17)$ . HR indicates a home region or local call.

10.1.3.2.g Per Call Service Charges from *Acceris Section 4.5.2*

The following service charges apply to Regional Toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.10	\$0.60
Person to Person	\$0.10	\$3.75
3rd Number Billed	\$0.10	\$1.60
All other Operator Assistance	\$0.10	\$1.25

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.3 Regional Toll Usage and Mileage Charges**

10.1.3.2.h Usage Charges from *Acceris Section 4.5.1*

Current Rates:

<b>TO&gt;</b>	Nassau	NYC	Rockland	E. Suffolk	W. Suffolk	L. West	U. West	Gr/Byram
<b>FROM</b>								
Initial Nassau	HR	.06	.06	.06	.06	.06	.06	.06
Additional	HR	.06	.06	.06	.06	.06	.06	.06
Initial NYC	.15	HR	.06	.06	.06	.06	.06	.06
Additional	.15	HR	.06	.06	.06	.06	.06	.06
Initial Rockland	.06	.06	HR	.06	.06	.06	.06	.06
Additional	.06	.06	.HR	.06	.06	.06	.06	.06
Initial E. Suffolk	.06	.06	.06	HR	.06	.06	.06	.06
Additional	.06	.06	.06	HR	.06	.06	.06	.06
Initial W. Suffolk	.06	.06	.06	.06	HR	.06	.06	.06
Additional	.06	.06	.06	.06	HR	.06	.06	.06
Initial L. West	.06	.06	.06	.06	.06	HR	.06	.06
Additional	.06	.06	.06	.06	.06	HR	.06	.06
Initial U. West	.06	.06	.06	.06	.06	.06	HR	.06
Additional	.06	.06	.06	.06	.06	.06	HR	.06
Initial Gr/Byram	.06	.06	.06	.06	.06	.06	.06	HR
Additional	.06	.06	.06	.06	.06	.06	.06	HR

Denotes first 60 seconds / additional per minute rate billed in six second increments. HR indicates a home region or local call.

(N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.4 Supplemental Services**

This section contents were located in Acceris Section 5, Supplemental Services

10.1.4.1 The following sections mirror those of First Communications

Acceris Tariff Section 5.1.2	Mirrors First Communications Tariff Section
5.1.2 a Three Way Calling	5.1.2 Three Way Calling
5.1.2 b Call Forwarding	5.1.2 Call Forward Variable, Call Forwarding, Call Foreword – No Answer, Call Forwarding Busy and no Answer
5.1.2 c Call Waiting Paragraph 1	5.1.2 Call Waiting
5.1.2.d Distinctive Ring (Note: Service is called MultiRing Service 2 in First’s tariff. Description is the same)	5.1.2 MultiRing Service 2 (Note: Service is called Distinctive Ring Service in Acceris tariff Description is the same)
5.1.2 f Speed Dial	5.1.2 Speed Dial 8, Speed Dial 30

10.1.4.2 The following are not included in First Tariff but were in Acceris Tariff and will continue for the Acceris local customers.

10.1.4.2.a Call Waiting ID Deluxe/Call Waiting ID with Name from *Acceris Section 5.12c Paragraph 2*

When the customer is on the phone, this version of Caller ID with Name works with Call Waiting to show you the number of the “waiting” call and the name of the calling party.

10.1.4.2.b Regular Multiline Hunting from *Acceris Section 5.12e*

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

10.1.4.2.c Priority Call from *Acceris Section 5.12i*

This feature provides a distinctive signal to the called end user on calls from up to six pre-specified telephone numbers. The end user creates a screening list of telephone numbers in the telephone company network by dialing the activation code. This list can only be created from serving area telephone numbers. When a call arrives from one of the specified telephone numbers, the end user's telephone rings in a special way. If the called end user subscribes to Call Waiting and the call arrives while the line is busy, the Call Waiting tone exhibits the same special pattern.

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.4 Supplemental Services (Cont)**10.1.4.2.d. Selective Forward from *Acceris Section 5.12 j*

Select Forward allows you to transfer calls from up to six phone numbers to a location you select within your regional calling area. Only calls from numbers on your Select Forward list will be forwarded, any other calls will ring at your regular number. To use Select Forward, set up a list of the numbers to be forwarded. You can change the numbers on the list at any time. You can also turn the Select Forward service off temporarily without changing your list.

10.1.4.2.e Ultra Call Forward from *Acceris Section 5.12 k*

The feature has the functionality of Call Forwarding Variable and enables the end user to remotely activate, deactivate or change the forward-to-number from any Touch-Tone or tone signaling telephone by dialing an 800 number. An added enhancement permits the end user to change his/her own personal identification number (PIN). Requires Call Forwarding Variable.

10.1.4.2.f Standard Voicemail from *Acceris Section 5.12 l*

Access Voicemail is an economy service that provides customers with most of the features of an ILEC standard voice mail box but without message waiting indicator, stutter dial tone. Pager, Cell Phone or Email notification is available at no additional charge. In addition, a wav. File can be generated and delivered to an email address designated to receive the voice messages.

## 10.1.4.3 Better descriptions for same service

The description in the Acceris tariff has a slightly different description for the same service. Acceris' definition added for clarity purposes :

10.1.4.3.a Caller ID with Name from *Acceris Section 5.12g*

Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID records the name, number, date and time of each incoming call, including calls that are not answered by the Customer. It is the responsibility of the Customer to provide the necessary Customer premises equipment. Anonymous Call Rejection is included. It is the

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.4 Supplemental Services (Cont)**

10.1.4.3.a Caller ID with Name from *Acceris Section 5.12g* (Cont)

responsibility of the Customer to provide the necessary Customer premises equipment

10.1.4.3.b Call Return (\*69) from *Acceris Section 5.12h*.

Stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered calls.

**10.1.5 Busy Line Verification and Interrupt Services**

This section contents were located in Acceris Section 5.5 Busy Line Verification and Interrupt Service

10.1.5.1 The following sections mirror those of First Communications

Acceris Tariff Section 5.5 Busy Line Verification and Interrupt Service	Mirrors First Communications Tariff Section
Section 5.5.1 General	Section 5.4.1 General
Section 5.5.2 Rate Application	Section 5.4.2 Rate Application

10.1.5.2 The following are not included in First Tariff but were in Acceris Tariff and will continue for the Acceris local customers.

10.1.5.2.1 Rates from *Acceris Section 5.5.3*

	<u>Minimum</u>	<u>Maximum</u>
Verification Charge, each request	\$ 1.00	\$5.00
Interrupt Charge, each request	\$ 1.00	\$5.00

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.6. Trap Circuit Service**

This sections contents were located in Acceris Section 5.6 TRAP CIRCUIT SERVICE

10.1.6.1 General from *Acceris Section 5.6.1*

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

10.1.6.2 Regulations from *Acceris Section 5.6.2*

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

10.1.6.3 Rates from *Acceris Section 5.6.3*

Per request,	
Minimum:	\$ 1.00
Maximum:	\$ 5.00

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**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.7 Directory Assistance Service**

This section contents were located in Acceris Section 5.7 Directory Assistance Service

10.1.7.1 The following sections mirror those of First Communications

Acceris Tariff Section 5.7	Mirrors First Communications Tariff Section
5.7.1 General	5.5.1 General
5.7.2 Regulation c and d	5.5.2 Rate Application: a and b respectively

10.1.7.2 The following are not included in First Tariff but were in Acceris Tariff and will continue for the Acceris local customers.

10.1.7.2.a Regulations from *Acceris 5.7.2*

Additional exceptions:

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service

10.1.7.2.b Rates from *Acceris 5.7.3*

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Minimum:	\$0.00
Maximum:	\$0.75

**10.1.8 Local Operator Service**

This sections contents were located in Acceris Section 5.8 Local Operator Service.

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate Section 10 – service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

	<u>Minimum</u>	Maximum
Local Operator Assistance, per call:	\$0.00	\$0.75

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.9 Blocking Services**

This section contents were located in Acceris Section 5.10 Blocking Services

10.1.9.1 The following sections mirror those of First Communications

Acceris Tariff Section 5.8	Mirrors First Communications Tariff Section
5.10.1 All but NPA noted below	5.8.1 General
5.10.2 Regulations	5.8.2 Regulations

10.1.9.2 The following are not included in First Tariff but were in Acceris Tariff and will continue for the Acceris local customers.

10.1.9.2.a General from *Acceris 5.10.1 b*

Additional NPA included in blocking option b are 333 (Rochester LATA, only), 551 (Syracuse LATA, only), 770 (NY Metro LATA, only),

10.1.9.2.b Rates and Charges from *Acceris 5.10.3*

1 Recurring and Nonrecurring Charges

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

	Nonrecurring Charges	
	Minimum	Maximum
900 and 700 Blocking		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	10.00
900, 971, 974, and 700 Blocking		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$10.00

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

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

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.9 Blocking Services (Cont)**

10.1.9.2.b Rates and Charges from *Acceris 5.10.3* (Cont)

Toll Restriction			
- Residential	\$0.00	\$5.00	
- Business (up to 200 lines)	\$0.00	\$5.00	
Toll Restriction Plus			
- Residential	\$0.00	\$5.00	
- Business (up to 200 lines)	\$0.00	\$10.00	

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

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

**10.1.10 Customer Requested Service Suspensions**

This sections contents were located in Acceris Section 5.12 Customer Requested Service Suspensions

10.1.10.1 From *Acceris 5.12.1* At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

10.1.10.2 From *Acceris 5.12.2* The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>			
- First Month or Partial Month	Regular Monthly Rate (no reduction)			
- Each Additional Month (up to the one year limit)	1/2	Regular	Monthly	Rate (N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.11 Residential Network Switched Services**

This sections contents were located in Acceris Section 6 Residential Network Switched Services

10.1.11.1 GENERAL from *Acceris 6.1*

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

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

10.1.11.2 SERVICE DESCRIPTIONS AND RATES from *Acceris 6.2*The Residential Empire Plan and Liberty Plan Bundle delivers one or multiple switch voice grade analog lines / POTS lines to a residential Customer. Included within the Garden State Residential Bundled Service Plan are five fixed standard features and unlimited\*<sup>1</sup> local, local toll and domestic long distance.

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<sup>1</sup> Local service is limited to 2,500 minutes of use per month; local toll service is limited to 1,000 minutes of use per month; and domestic long distance is limited to 1,500 minutes of use per month. Customers who exceed this allotment will be charged according to rates described in this tariff's rate schedule.

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**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

Services no longer available for new service

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.2 SERVICE DESCRIPTIONS AND RATES From *Acceris 6.2* (Cont)

The following Custom Calling Service features are included in the offered to Residential Empire Plan and Liberty Plan Bundle Subscribers:

- Regular Multiline Hunting
- Call Waiting
- Three Way Calling
- Caller ID with Name
- Speed Dial 8

The following Custom Calling Service features are each offered at an additional charge to Residential Empire Plan and Liberty Plan Bundle Subscribers:

- Call Waiting ID with Name
- Call Forwarding
- Anonymous Call Rejection
- Call Forward Busy
- Call Forward No Answer
- Call Forward Busy/No Answer
- Distinctive Ring
- Speed Dial 30
- Repeat Dial
- Voicemail
- Call Return (\*69)
- Selective Forwarding
- Ultra Call Forward

10.1.11.2.a Residential Empire Plan Service Bundle from *Acceris 6.2.2*

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

- Caller ID
- Automatic Redial

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**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.2.a Residential Empire Plan Service Bundle from *Acceris* 6.2.2

Charges for Residential Empire Plan and Liberty Plan Bundle Packages include monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features.

.1 Description

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

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

Each Flat Rate Service Line has the following characteristics:

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

.2 Recurring and Nonrecurring Charges

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

	<u>Minimum</u>	<u>Maximum</u>	
Nonrecurring Connection Charge:	\$1.00	\$60.00	
Monthly Recurring Charges:			
- Each Service Line	\$1.00	\$70.00	
- Voice Mail Option, per line	\$1.00	\$15.00	(C)

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.2.a Residential Empire Plan Service Bundle Custom from *Acceris 6.2.2*

Calling Features (per line, per month)		
- Each feature	\$1.00	\$10.00
 CLASS Features (per line, per month)		
- Each feature	\$1.00	\$15.00

10.1.11.2.b Residential Liberty Plan Service Bundle from *Acceris 6.2.2*

.1 Description

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

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

Each Flat Rate Service Line has the following characteristics:

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

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**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**  
**Services no longer available for new service**

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.2.b Residential Liberty Plan Service Bundle from *Acceris 6.2.2* (Cont)

.2 Recurring and Nonrecurring Charges

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

	<u>Minimum</u>	<u>Maximum</u>	
Nonrecurring Connection Charge:	\$1.00	\$60.00	
Monthly Recurring Charges:			
- Each Service Line	\$1.00	\$70.00	(C)
- Voice Mail Option, per line	\$1.00	\$15.00	
Custom Calling Features (per line, per month)			
- Each feature	\$1.00	\$10.00	
CLASS Feature (per line, per month)			
- Each feature	\$1.00	\$15.00	

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\* Information previously found on this page has moved to page 18.3

**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

(N)

Services no longer available for new service

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.3.a My Acceris Home Plan

Charges for My Acceris Home Plan Bundle Package includes monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features.

.1 Description

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

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

Each Flat Rate Service Line has the following characteristics:

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

The following Custom Calling Service features are included in the offered to My Acceris Home Plan Bundle Subscribers:

- Call Waiting
- Caller ID with Name
- Speed Dial 8

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.11 Residential Network Switched Services (Cont)**

10.1.11.3.b My Acceris Home Plan Service Bundle (Cont)

.2 Recurring and Nonrecurring Charges

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

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$60.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$70.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$1.00	\$10.00
CLASS Feature (per line, per month)		
- Each feature	\$1.00	\$15.00

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**10.1.12 Business Network Switched Services**

This sections contents were located in Acceris Section 7 Business Network Switched Services

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10.1.12.1 GENERAL *from Acceris 7.1*

Business Liberty Plan and Business Empire Plan Service is a local exchange service for business customers consisting of a local exchange line for a monthly recurring charge and measured usage rate. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

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\* Material previously found on page 18.

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**Section 10 – GRANDFATHERED SERVICES**

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)****Services no longer available for new service****10.1.12 Business Network Switched Services (Cont)**10.1.12.1 GENERAL from *Acceris 7.1* (Cont)

d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

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

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

10.1.12.2 SERVICE DESCRIPTIONS AND RATES from *Acceris 7.2*

The following Business Access Service Options are offered:

Business Empire Plan  
Business Liberty Plan

The Business Empire Plan and Liberty Plan delivers one or multiple switch voice grade analog lines / POTS lines to a Business Customer at a measured rate.

The Business Empire Plan is available in all areas except LATA 132. Business Liberty Plan is available only in LATA 132.

All business service plans may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for twoway calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.12 Business Network Switched Services (Cont)**

10.1.12.2.a Business Empire Plan from *Acceris 7.2.1*

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

Each Basic Business Line has the following characteristics:

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

**Recurring and Nonrecurring Charges**

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

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$110.00
Monthly Recurring Charges:		
Each Base Service Line	\$1.00	\$25.00
Per Minute Rate	\$0.01	\$0.20
Custom Calling Features: (per line, per month)		
Each feature	\$1.00	\$15.00
CLASS Features (per line, per month)		
Each feature	\$1.00	\$15.00

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**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.13 Business Network Switched Services (Cont)**

10.1.12.2.b Business Liberty Plan from *Acceris 7.2.2*

General

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

Each Basic Business Line has the following characteristics:

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

Recurring and Nonrecurring Charges

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

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$110.00
Monthly Recurring Charges:		
Each Base Service Line	\$1.00	\$25.00
Per Minute Rate	\$0.01	\$0.20
Custom Calling Features: (per line, per month)		
Each feature	\$1.00	\$15.00
CLASS Features (per line, per month)		
Each feature	\$1.00	\$15.00

(N)

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.13 Special Services and Programs**

This sections contents were located in Acceris Section 7 Business Network Switched Services

10.1.13.1 The following sections mirror those of First Communications:

Acceris Tariff Section 8 Special Services and Programs	Mirrors First Communications Tariff Section
8.1.2 Eligibility (lifeline)	8.1.2 Eligibility
8.2 Link Up	8.2 Link Up
8.3 Special Equipment for the Hearing or Speech Impaired Customer	8.3 Special Equipment for the Hearing or Speech Impaired Customer
8.4 Discounted Services for the Hearing or Speech Impaired Customers	8.4 Discounted Services for the Hearing or Speech Impaired Customers
8.5 Universal emergency Telephone Service	8.5 Universal emergency Telephone Service
8.6 New York Relay Service	8.6 New York Relay Service
8.7 Special Credit Card for Blind and Disabled Persons	8.6 Special Credit Card for Blind and Disabled Persons
8.8 Schools and Libraries Discount Program	2.18 Schools and Libraries Discount Program
8.9 Health Care Providers Support Program	2.19 Health Care Providers Support Program
Section 8 Attachment	Attachment I

10.1.13.2 The following are not included in First Tariff but were in Acceris Tariff and will continue for the Acceris local customers.

10.1.13.2.a Lifeline Telephone Service Options from *Acceris 8.1.1*

**Flat Rate Lifeline Service**

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

**Basic Lifeline Service**

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

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**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**

**Services no longer available for new service**

**10.1.13 Special Services and Programs (Cont)**

10.1.13.2.b Charges *from Acceris 8.1.3*

A qualified customer may choose one of the Lifeline services as described above. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 8.2, following.

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

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

(N)

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Attachment I

A. Schools and Libraries Discount Matrix

<u>How Disadvantaged</u> % of students eligible for national school lunch program	% Discount Level	
	<u>Urban</u>	<u>Rural</u>
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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CURRENT RATES

SECTION 3 - CONNECTION CHARGES

	<u>Charge</u>	
3.2	RESTORAL CHARGE , PER LINE	\$ 50.00 (C)
3.3	RATES AND CHARGES	
	Account Setup Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00
	Record Order Charge	\$ 15.00
	Primary Service Order Charge	\$ 35.00
	Secondary Service Order Charge	\$ 20.00
	Telephone Number Change Charge	\$ 20.00
3.4	CHARGES ASSOCIATED WITH PREMISES VISIT	
3.4.1	Premises Visit	
	<u>Charge Per Visit</u>	
	First hour, or any portion thereof	\$112.00
	Each additional 30 minutes, or any portion thereof	\$ 45.00
3.4	PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE	
	InterLATA	\$ 3.75
	IntraLATA	\$ 3.75

## CURRENT RATES

## Section 5 - SUPPLEMENTAL SERVICES

## 5.2 RATES AND CHARGES

Monthly Recurring Rates

	<u>Charge</u>
Call Waiting/ Cancel Call Waiting	\$11.68
Three-Way Calling	\$ 6.23
Speed Dial 8	\$ 6.23
Speed Dial 30	\$10.38
Call Forwarding Variable	\$ 6.23
Call Forwarding - Busy	\$ 3.30
Call Forward - No Answer	\$ 3.00
Call Forward – Busy and No Answer	\$ 4.75
Simultaneous Call Forwarding	\$ 3.10
Call Return	\$ 4.50
Repeat Dialing	\$ 4.50
MultiRing-2	\$ 7.53
MultiRing-3	\$10.90
Caller ID	\$ 8.50
Caller ID with name	\$ 9.50
Caller ID Privacy	N/C
Selective Blocking for Caller ID	N/C
Complete Blocking for Caller ID	N/C
Anonymous Call Rejection	N/C
Three-Way Call Transfer	\$ 4.00

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## CURRENT RATES

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

<u>Feature Packages Options</u>	<u>Monthly Recurring</u>
Call Forwarding and Call Waiting	\$13.76
Call Forwarding and Speed Dial 8	\$10.90
Call Forwarding, Call Waiting and Speed Dial 8	\$17.91
Call Waiting and Speed Dial 8	\$13.76
Three Way Calling and Call Forwarding	\$10.96
Three Way Calling and Call Waiting	\$13.76
Three Way Calling and Speed Dial 8	\$10.90
Three Way Calling, Call Forwarding and Call Waiting	\$17.91
Three Way Calling, Call Forwarding and Speed Dial 8	\$15.83
Three Way Calling, Call Forwarding, Call Waiting and Speed Dial 8	\$20.24
Three Way Calling, Call Waiting, and Speed Dial 8	\$17.91

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## CURRENT RATES

## Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

Per Usage Feature Charge		<u>Rate</u>
Call Trace (*57)		\$ 1.50
Call Return		\$ .75
Repeat Dialing		\$ .75
Three-Way Calling		\$ .75
5.4 BUSY VERIFICATION AND INTERRUPT SERVICE		
5.4.3 Rates		
Verification Charge, each request		\$ 1.00
Interrupt Charge, each request		\$ 1.50
5.5 DIRECTORY ASSISTANCE SERVICE		
<u>Directory Assistance Calls</u>		
Requested Local Number Charge		\$ .50
Per National Number Requested		\$ .50
5.6 LOCAL OPERATOR SERVICE		
<u>Operator Assisted Surcharges</u>		
Third Number Billing		\$ 1.33
Collect Calling		\$ 1.58
Person to Person		\$ 3.49

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## CURRENT RATES

## Section 5 - SUPPLEMENTAL SERVICES (cont'd)

## 5.7 DIRECTORY LISTING DESCRIPTION OF SERVICE

For Listing or Per Number Charge

	<u>Monthly Charge</u>
Additional/Alternated or Duplicate Listing	
One Line	\$1.97
Two or More Lines	\$3.76
Primary Listing	N/C
Non-Published Number	\$ 2.04
Night Listing	\$ 3.76
Foreign Listing	\$ 1.97
Cross Reference Listing	\$ 1.97
Caption Listing	N/C
Intercept Services	
Basic Intercept Service	N/C
Extended Intercept Service, per number referred	\$10.00

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CURRENT RATES

Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.8 BLOCKING SERVICE

	<u>Nonrecurring Charge</u>
900 and 700 Blocking (up to 200 lines)	\$ 11.00
900, 971, 974, and 700 Blocking (up to 200 lines)	\$ 11.00
	<u>Monthly Charge</u>
Third Number Billed and Collect Call Restriction (up to 200 lines)	\$ 0.00
Toll Restriction (up to 200 lines)	\$ 0.00
Toll Restriction Plus (up to 200 lines)	\$ 0.00
Direct Inward Dialing Blocking	
(Third Party and Collect Call)	
- Initial Activation	\$ 0.00
- Subsequent Activation (per line)	\$ 0.00

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CURRENT RATES

Section 6 – LOCAL CALLING AREAS AND CHARGES BASED ON TIME

6.3 General Availability

Local Call Measured Service

Day

1 <sup>st</sup> Three Minutes <u>Charge</u>	Add'l Minutes <u>Charge</u>
\$0.0800	\$0.0130

Evening

1 <sup>st</sup> Three Minutes <u>Charge</u>	Add'l Minutes <u>Charge</u>
\$0.0480	\$0.0078

Night

1 <sup>st</sup> Three Minutes <u>Charge</u>	Add'l Minutes <u>Charge</u>
\$0.0280	\$0.0046

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## CURRENT RATES

## Section 7 - NETWORK SWITCHED SERVICES

## 7.2.1 Basic Local Line Service Non-Recurring Charges

	<u>Charge</u>	
Line Connection Charge (up to 99 lines, per line)	\$ 50.05	
Line Connection Charge (over 99 lines, per line)	\$ 35.90	
Primary Service Order Charge (per order)	\$ 35.00	
Record Changes (per order)	\$ 15.00	
PIC-2 Change (per line)	\$ 3.75	
Line Restoral Charge	\$ 50.00	(C)

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service (Applies to business Customers only)	\$ 25.00
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(100% of monthly recurring line charges also apply)

Premises Visit Charge	\$ 19.00
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Toll Restriction	\$ 11.00
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CURRENT RATES

Section 7 – NETWORK SWITCHED SERVICES (Cont'd)

7.2.1	Basic Local Line Recurring Charges (Grandfathered – not available to new customers)		(N)
		<u>Charge</u>	
	Local Line – Line Charge (per line)	\$ 17.59	
7.2.2	Multi-Line Service Non-Recurring Charges		
	Line Connection Charge (1 to 99 lines, per line)	\$ 50.05	
	Line Connection Charge (100+ lines, per line)	\$ 35.90	
	Multi-Line Service Recurring Charges Local Line -Line Charge	\$ 17.59	

CURRENT RATES

Section 7 - NETWORK SWITCHED SERVICES

7.2.3 PBX Trunks

1. Message Rate Analog Trunks

	<u>Charge</u>
<u>PBX Trunks Non-Recurring Charges</u>	
Line Connection Charge (1+99 trunks, per trunk)	\$50.05
Line Connection Charge (100+ trunks, per trunk)	\$35.90
PBX Trunks Monthly Recurring Charges	
Local Trunk – Basic Charge (per trunk)	\$ 16.23

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## CURRENT RATES

## Section 7 – NETWORK SWITCHED SERVICES (cont'd)

	<u>Charge</u>
7.2.5 <u>Local DID Trunk Service Non-Recurring Charges</u>	
Analog PBX/DID Trunks (1 to 99, per month)	\$ 50.05
Analog PBX/DID Trunks (100+ trunks, per trunk)	\$ 35.90
Line Connection (per DID Trunk)	\$159.00
Trunk Connection Service Order ( per DID trunk group)	\$371.95
Primary Service Order Charge	\$ 15.00
Record Change (per Order)	\$ 15.00
PIC-2 Change (per line)	\$ 3.75
Premises Visit Charge	\$ 19.00
Line Restoral Charge (per Line)	\$ 20.00
(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserved the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)	
Suspension of Service	\$ 25.00
(100% of monthly recurring trunk charges also apply)	

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## CURRENT RATES

Section 7 – NETWORK SWITCHED SERVICES (cont'd)

7.2.5	<u>Local DID Trunk Service Monthly Recurring Charges</u> (Grandfathered – not available to new customers)		(N)
		<u>Charge</u>	
	Local Trunk – DID Charge (per trunk)	\$ 45.01	
	DID Number Charge (per block of 100 numbers)	\$ 18.23	
	DID Number Charge (per block of 20 numbers)	\$ 3.64	
	2-Wire DID Loop/Additive trunk charge, per DID Trunk	\$ 19.08	
	4-Wire DID Loop/Additive trunk charge, per DID Trunk	\$ 38.16	

CURRENT RATES

Section 7 – NETWORK SWITCHED SERVICES (cont'd)

7.3 BUNDLED SERVICES

7.3.1 Bundled Residential Plans

FirstTalk Basic Residential

MRC

Unlimited Local Calling		\$49.95
Caller ID Name and Number		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.044	
Interstate rate per minute*	\$0.058	

7.3.2 Bundled Business Plans

FirstTalk Basic Commercial (12 month term)

MRC

Unlimited Local Calling		\$59.95
Caller ID Name and Number		
Call Forwarding		
Hunting (Optional)		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.039	
Interstate long distance rate per minute*	\$0.053	

\* Interstate rates are for continental US only

**CURRENT RATES****Section 10 – GRANDFATHERED SERVICES**

Services no longer available for new service

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

10.1.1 First Communications honors the Acceris local rates charged to local NY Customers.

**10.1.2 SERVICE CONNECTION CHARGES**

Line Connection Charge		
Residence (per Line)	\$21.71	
Business (per Line)	\$21.71	
Feature Change Charge		
Residence (per Line)	\$6.06	
Business (per Line)	\$6.06	
PIC Change Charge		
Residence (per Line)	\$5.00	
Business (per Line)	\$5.00	
10.1.2.1 RESTORAL CHARGE		
Residence (per Line)	\$50.00	(C)
Business (per Line or Trunk)	\$50.00	(C)
10.1.2.2 MOVES, ADDS AND CHANGES		
Residence Install Order Charge – Per Order	\$58.56	
Residence Record Order Charge – Per Order	\$16.15	
Residence Service Order Charge - Per Order	\$20.19	
Business Install Order Charge – Per Order	\$58.56	
Business Record Order Charge – Per Order	\$16.15	
Business Service Order Charge - Per Order	\$20.19	
10.1.2.1 CHARGES ASSOCIATED WITH PREMISES VISIT		
10.1.2.1.a Technician Dispatch Charge		
Residence	\$110.00	
Business	\$110.00	
10.1.2.1.b Customer Not Ready Charge		
Residence	\$60.00	
Business	\$60.00	

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**Section 10 – GRANDFATHERED SERVICES**

Services no longer available for new service

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

**10.1.2 SERVICE CONNECTION CHARGES (Cont)**

10.1.2.1 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont)

Wire Maintenance – Silver

	<u>Monthly Recurring</u>
Residential, per line	\$3.45
Business, per line	\$3.45

Wire Maintenance - Gold

	<u>Monthly Recurring</u>
Residential, per line	\$3.95
Business, per line	\$3.95

**10.1.3 Regional Toll Usage and Mileage Charges**

10.1.3.1 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Residence, per line	\$0.00
Business, per line	\$4.31

(N)

(N)

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**Current Rates**  
**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

**10.1.3 Regional Toll Usage and Mileage Charges (Cont)**

<i>TO&gt;</i>	Nassau	NYC	Rockland	E. Suffolk	W. Suffolk	L. West	U. West	Gr/Byram
<i>FROM</i>								
Initial Nassau	HR	.15	.15	.15	.15	.15	.15	.15
Additional	HR	.15	.15	.15	.15	.15	.15	.15
Initial NYC	.15	HR	.15	.15	.15	.15	.15	.15
Additional	.15	HR	.15	.15	.15	.15	.15	.15
Initial Rockland	.15	.15	HR	.15	.15	.15	.15	.15
Additional	.15	.15	HR	.15	.15	.15	.15	.15
Initial E. Suffolk	.15	.15	.15	HR	.15	.15	.15	.15
Additional	.15	.15	.15	HR	.15	.15	.15	.15
Initial W. Suffolk	.15	.15	.15	.15	HR	.15	.15	.15
Additional	.15	.15	.15	.15	HR	.15	.15	.15
Initial L. West	.15	.15	.15	.15	.15	HR	.15	.15
Additional	.15	.15	.15	.15	.15	HR	.15	.15
Initial U. West	.15	.15	.15	.15	.15	.15	HR	.15
Additional	.15	.15	.15	.15	.15	.15	HR	.15
Initial Gr/Byram	.15	.15	.15	.15	.15	.15	.15	HR
Additional	.15	.15	.15	.15	.15	.15	.15	HR

10.1.3.2 CALL CHARGES

Application: First 60 seconds / additional per minute rate billed in six second increments (for example, the rate for a call 1 minute and six seconds in length is  $\$0.15 + (\$0.15/10) = \$0.15 + \$0.015 = \$0.165$  rounded to nearest cent equals  $(\$0.17)$ . HR indicates a home region or local call.

10.1.3.3 Per Call Service Charges

The following service charges apply to Regional Toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.10	\$0.60
Person to Person	\$0.10	\$3.75
3rd Number Billed	\$0.10	\$3.00
All other Operator Assistance	\$0.10	\$3.75

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(N)

(N)

(N)

**Current Rates**  
**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**  
**10.1.4 SUPPLEMENTAL SERVICES**

10.1.4.1 CLASS SERVICES

Monthly Rates

Descriptions for this service are located in Section 10.1.11, Residential Network Switched Service, and Section 10.1.12, Business Network Switched Service.

Connection Charges \$10.00

10.1.4.2 SPECIAL LISTING SERVICES

Additional Directory Listing: The primary listing of a business is free of charge. Any additional directory listings will be charged per customer listing. A regular listing consists of the listed name, address, and phone number. Listings are entered in the business listings section in alphabetical order.

Non-Published Number: A number that is non-published, means that it is not listed in either the telephone company’s directories nor offered in Directory Assistance calls.

Non-Listed Number: A number may be omitted from the Directory only (telephone book) but is available via directory assistance records (411).

<u>Special Listing Service Type</u>	<u>Monthly Recurring Charge</u>
Additional Directory Listing	\$1.00
Non-Published Number	\$1.45
Non-Listed Number	\$1.00

Note: A one time record order charge will may apply if customer is changing established service. No record order charge will apply is customer is requesting with installation of new service.

10.1.4.3 STAND ALONE VOICE MAIL SERVICE

Per Individual Mail Address (up to 100 Mail Addresses):

		<u>Residence</u>	<u>Business</u>		
Nonrecurring Charge		20.19	20.19		
Recurring Charges:		4.67	4.88		
Over 100	Mail Addresses:			Individual	Case Basis

(N)

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**Current Rates**

**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

**10.1.5 BUSY VERIFICATION AND INTERRUPT SERVICE**

Verification Charge, each request	\$2.50
Interrupt Charge, each request	\$3.50

**10.1.6 TRAP CIRCUIT SERVICE**

Maximum	\$5.00
---------	--------

**10.1.7 NATIONAL DIRECTORY ASSISTANCE SERVICE**

Per query	\$0.75
-----------	--------

**10.1.8 LOCAL OPERATOR SERVICE**

	<u>Business</u>	<u>Residential</u>
Local Operator Assistance, per call:	\$0.85	\$0.85
Collect – Customer Dialed, per call:	\$1.00	\$1.00
Collect – Operator Dialed, per call:	\$2.50	\$2.50
Bill to 3rd Party – Operator Dialed, per call:	\$2.50	\$2.50
Person to Person – Customer Dialed	\$3.50	\$3.50
Person to Person – Operator Dialed	\$3.50	\$3.50
Call Completion	\$0.30	\$0.30

**10.1.9 BLOCKING SERVICE**

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

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**Current Rates**

**Section 10 – GRANDFATHERED SERVICES**

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

**10.1.9 BLOCKING SERVICE (Cont)**

Monthly Charges

Domestic & International Long Distance Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25
Local Toll Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25
Full Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25

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

Connection charges apply as specified in Section 10.3 of this tariff.

**10.1.11 Residential Network Switched Services**

Bundled Rate Service

Nonrecurring Installation Order Charge: \$58.56

Monthly Recurring Charges	Empire Plan	Liberty Plan	My Acceris Home
First Bundled Line	\$65.95 (C)	\$60.95 (C)	\$37.95 (N)
Each Additional Bundled Line	\$37.95	\$47.95 (C)	\$31.95 (N)

Minutes in Excess of Bundled Package Quota	
Local Usage	\$0.010
Regional Usage	\$0.050
Domestic Long Distance	\$0.049

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**Current Rates**

**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS**

Custom Calling Features (per line, per month)

Three Way Calling	Included in Bundled Package	
Call Forward		\$3.19
Call Forward – Busy		\$2.25
Call Forward – No Answer		\$2.25
Call Forward Busy/No Answer (included with voicemail)		\$2.25
Ultra Call Forward		\$5.25
Call Waiting	Included in Bundled Package	
Call Waiting ID with Name		\$5.63
Distinctive Ringing		
1st Additional Number		\$3.94
2nd Additional Number		\$3.94
Regular Hunting	Included in Bundled Package	
Speed Dial		
8 Number List	Included in Bundled Package	
30 Number List		\$4.80
Anonymous Call Rejection		\$2.25
Call Return (*69)		\$2.63
Selective Forwarding		\$3.03

CLASS Features (per line, per month)

Caller ID with Name	Included in Bundled Package	
Repeat Dial		\$4.50

**10.1.12 BUSINESS NETWORK SWITCHED SERVICES**

10.1.12.1 Basic Business Line Service

Basic Business Line Service Rates

Nonrecurring Connection Charge:	\$58.56
Monthly Recurring Charges:	
Each Base Service Line	\$14.59

(N)

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**Current Rates**  
**Section 10 – GRANDFATHERED SERVICES**

(N)

**10.1 GRANDFATHERED SERVICES FOR FORMER ACCERIS CUSTOMERS (Cont)**  
**10.1.12 BUSINESS NETWORK SWITCHED SERVICES (Cont)**

10.1.12.1 Basic Business Line Service (Cont)

Usage Charges

Local Calling	
First 3 minutes of use	\$0.060
Each additional minute	\$0.010
Regional Usage	
per minute of use	\$0.050
Domestic Long Distance	
per minute of use	\$0.049

Custom Calling Features (per line, per month)

Three Way Calling	\$4.67
Call Forward	\$4.67
Call Forward – Busy	\$2.48
Call Forward – No Answer	\$2.25
Call Forward Busy/No Answer (included with voicemail)	\$3.56
Call Waiting	\$8.76
Call Waiting ID Deluxe	\$7.13
Distinctive Ringing	
1st Additional Number	\$5.65
2nd Additional Number	\$5.65
Regular Hunting	Included in Basic Service
Speed Dial	
8 Number List	\$4.67
30 Number List	\$7.79
Anonymous Call Rejection	\$3.38
Call Return (*69)	\$3.38
Selective Forwarding	\$3.03

CLASS Features (per line, per month)

Caller ID with Name	\$7.13
Busy Redial	\$3.38

(N)

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