

Archtop Fiber LLC
300 Enterprise Dr
Kingston, NY 12401

END USER COMMUNICATIONS SERVICES TARIFF

Regulations and Schedule of Intrastate Rates
and Charges Applying to Competitive End User Communications
Services For Customers (Including Basic Local Exchange
and Miscellaneous Services) Within the State of New Jersey.

Issued: May 29, 2024

Effective Date: May 30, 2024

Issued By: Shawn Beqaj, Chief Development Officer
300 Enterprise Dr
Kingston, NY 12401

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	62	Original	*
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

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

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Archtop Fiber LLC, hereinafter referred to as the Company, to customers within the State of New Jersey.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Board: The Board of Public Utilities of the State of New Jersey.

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company: Archtop Fiber LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

DEFINITIONS

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

ILEC: Incumbent Local Exchange Company.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or (LEC): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service. ICB arrangements will be made where Customer-specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this Tariff, and other unique or special circumstances, all as determined solely by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New Jersey.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. 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.
- C. Where a term longer than one month has been specified herein, or in applicable contracts, the initial term will automatically renew for successive one (1) year periods (or as otherwise identified in an applicable contract), unless the Customer notifies the Company in writing of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term, or unless the Company has already provided notice of its intent to terminate the Agreement.

In the event such an automatic contract renewal is determined to be unenforceable due to applicable state or federal law, the customer will revert to a month-to-month arrangement upon expiration of the initial term at rates specified herein. If month-to-month rates are not available under this tariff, the month-to-month rates charged for the expired term arrangement will equal 1.25 times the monthly rates charged for the service prior to the expiration of the term.

- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- I. 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.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

2.1.5 Notification of Service-Affecting Activities

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

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company will generally provide installation of service whereby seventy-five percent of regular installations are provided within five working days of the due date mutually agreed upon by the Company and the Customer. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of a Premises Visit Charge as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- F. 911/E911 service may not be available through certain advanced, IP-based business services or may be in some way limited by comparison to traditional 911/E911 service. Such circumstances include, but are not limited to, relocation of the IP-compatible Customer Premises Equipment (CPE), use by the customer of a non-native telephone number, broadband connection failure, loss of electrical power (which is a limitation of any telecommunications service that requires power from the Customer's location), and delays that may occur in making a Customer's service location (i.e., Registered Location) available in or through the Automatic Location Identification (ALI) database.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Non-routine Installation

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

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; and/or
- H. in advance of its normal construction.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.2 Prohibited Uses

- 2.2.1. 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.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and New Jersey Board of Public Utilities regulations, policies, orders, and decisions.
- 2.2.3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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 these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and 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;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying 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 and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees 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 invitees; 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.

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff 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, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished 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.

The Customer is responsible for payment of all state sales tax, federal excise tax, state 911 surcharge and any federally mandated surcharges, such as; the Federal Universal Service Fund Surcharge, FCC Subscriber Line Charge, and Local Number Portability Surcharge imposed on or based upon the provision, sale or use of Network Services. All such taxes and surcharges shall be separated designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A late payment charge of 1.5% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance carried forward to the next month's bill and in accordance with N.J.A.C. 14:3-7.1(e).
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

2.5.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.5.4 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Deposits will be required and handled in accordance with N.J.A.C. 14:3-3.4 through N.J.A.C. 14:3-3.5.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service

- A. The Company may suspend, curtail or discontinue service to a Customer under the conditions set forth in the New Jersey Administrative Code 14:3-3A.1 (Basis of discontinuance of service).
- B. Pursuant to New Jersey Administrative Code 14:3-3A.3, the Company will give Customers at least ten (10) days' written notice of its intent to discontinue service for nonpayment of bills. Such notice will not be served until at least fifteen (15) days after the postmark date on the bill envelope.
- C. The Company may discontinue service to a Customer under the following conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:
 - 1. for failure of the Customer to meet the Company's deposit and credit requirements;
 - 2. for failure of the Customer to make proper application for service;
 - 3. for Customer's violation of any of the Company's rules on file with the Board;
 - 4. for failure of the Customer to provide the Company reasonable access to its equipment and property;
 - 5. for Customer's breach of the contract for service between the Company and the Customer;
 - 6. for a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
 - 7. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- D. Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except under the conditions set forth in 2.5.5 A. or where an emergency exists.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Where the Customer cancels an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

2.5.7 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 Customer's installation fee shall be adjusted accordingly.

REGULATIONS

2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. 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;
- E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- F. 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; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

REGULATIONS

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then-current term commitment discounted at a rate determined by the New Jersey Board of Public Utilities;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.8 Transfers and Assignments

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

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

REGULATIONS

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 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.

2.10 Taxes, Surcharges and Fees

- 2.10.1 All state and federal taxes and surcharges are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

REGULATIONS

2.11 Disputed Bills

2.11.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer should submit a documented claim for the disputed amount. The Customer should submit all documentation as may reasonably be required to support the claim. All claims should be submitted to the Company within 90 days of receipt of billing for those services.

2.11.2 Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the Board for resolution in accordance with N.J.A.C. 14:3-7.6.

2.11.3 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

REGULATIONS

2.13 Construction Charges and Other Special Charges

2.13.1 General

Construction charges, where applicable, are in addition to the established nonrecurring charges and monthly rates for the furnishing of service to the Customer.

2.13.2 Construction on Public Highways or Other Easements

The normal method of constructing distribution facilities, i.e., aerial or underground, will be determined by the Company or its underlying carrier according to the conditions in each case, except as provided for under "Extensions to Serve New Customers" in 2.13.4(A) following.

The ownership of poles used in the provision of telephone service is vested either in the Company, its underlying carrier, or in some other company with which the Company or its underlying carrier has a joint use agreement.

Normally, no charges apply for extending telephone plant along public roads, highways, rights-of-way or easements, except for Conditions Involving Special Consideration.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.3 Construction on Private Property

A. Service Entrance Facilities

1. Charge Treatment for Construction Required for Changes to Existing Service Entrance Facilities

a. Change in Aerial Service Connection

Where it is necessary to remove or relocate the pole at which an aerial service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

b. Change in Underground Service Connection

Where it is necessary to remove or relocate the manhole at which an underground service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for the change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

c. Change from Aerial to Underground or Underground to Aerial Construction at the Customer's request.

The charge treatment is based on cost plus, in all cases, the charge applicable to a new service connection of the facilities.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.3 Construction on Private Property, (Cont'd.)

B. Construction Required for Service to An Additional Termination Point (ATP)

1. General

- a. A Customer's main telephone billing number must terminate at the Customer's Rate Demarcation Point (RDP). A Customer's RDP and ATP must be located on the same property. Only supplemental services, billed to the main billing number or billed separately to the same Customer at the same address, may be terminated at an ATP.
- b. A Customer may request multiple ATPs on the same or different floors in a single or multi-tenant building, or in the same or different buildings on a single or multi-tenant campus.
- c. If a Customer desires to have services terminated at an ATP, it is the Customer's responsibility to inform the Company that the service is to be terminated at the ATP. If the Customer fails to fulfill this responsibility, the requested installations of the network services will be terminated at the Customer's RDP.
- d. Eighty-five (85) percent of the cable capacity used to establish an ATP will be available for assignment of network facilities.
- e. The minimum size cable installed to provide service to an ATP will have a capacity of 100 pairs.
- f. A subsequent Customer, other than the Customer charged for the construction of the ATP at a location where an ATP exists, and choosing to have network services assigned to the ATP, will be charged an ICB charge.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.3 Construction on Private Property, (Cont'd.)

B. Construction Required for Service to An Additional Termination Point (ATP),
(Cont'd.)

2. Charge Treatment for Construction Required for Service to an ATP

- a. Construction of an ATP will be on an ICB basis.
- b. Charges based on cost apply to the construction of an ATP and are developed on the individual circumstances in each case.
- c. The cost of an ATP includes Company-provided maintenance, up to and including the NI.
- d. Reinforcement of ATP facilities will be at the Customer's expense.
- e. Charges for changes in aerial or underground service connections to an ATP are in accordance with this Section.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.3 Construction on Private Property, (Cont'd.)

C. Maintenance and Repair

Circuits on private property, up to and including the RDP, are maintained and replaced at the expense of the Company except that:

1. Where repair or replacements are made necessary by damages caused by the Customer, his/her employees or representatives, or by water freezing in improperly drained conduit, or by any other circumstances over which the Customer has control, he/she will be required to bear the expense of the repairs or replacement, or if he/she desires, service will be established by means of the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of the facilities also applies.
2. Where wire is buried in a trench provided by the Customer, and the Customer renders access to the circuits unusually expensive, e.g., lays a concrete walk or driveway over the circuits or places expensive shrubbery over them, he/she will be required to bear the unusual expense incurred in opening and closing the trench in connection with maintenance of the circuits, or if he/she desires, the Company will establish service by means of the normal method of construction at the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of facilities also applies.
3. In connection with wire buried by the Company, where repairs or replacements are made necessary under circumstances similar to those in the preceding paragraph, such repairs or replacements will be made by the most practicable method, i.e., buried or aerial, as the case may be. If the most practicable method is aerial and the Customer desires underground, he/she must open and close the trench. Except where the customer opens and closes the trench, the charge applicable to a new service connection of the facilities also applies.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities

A. Extensions to Serve New Customers

1. Descriptions/Regulations

- a. Applicant, as used herein, means the subdivider, developer, builder or owner applying for the construction of a telephone distribution system to serve one or more new Customers.
- b. Extension means the construction or installation of plant and/or facilities by the company to provide service from existing plant and/or facilities to one or more new Customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located on a public street or right of way, or on private property, including the wire, cable, pipe, conduit or other means of conveying a service from existing plant and/or facilities to each unit or structure to be served. The extension ends at the point where the service connects to the RDP.
- c. The Company is not required to construct, own, operate or maintain an extension on any property unless the Company is legally authorized to do so, for example through an easement or right-of-way. The applicant shall ensure that the Company is provided with such legal authority, at no cost to the Company and with no requirement for condemnation of the property.
- d. In construction and operating an extension, the Company shall use equipment and practices that meet all applicable requirements which are consistent with industry best practices and standards and the Company's minimum system design standards, unless requested otherwise by the applicant.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions/Regulations, (Cont'd.)

- e. Connections from the existing telephone distribution system to the underground system installed within the applicant's subdivision are made by an extension of existing facilities in the normal method of construction along the established route which will serve the subdivision. Where the electric utility involved provides such an extension by means of overhead facilities, the Company's facilities may also be provided by means of overhead construction.
- f. The Company, Customers, applicants, developers, builders, municipal bodies and other persons shall cooperate fully in order to facilitate construction of an extension at the lowest reasonable cost consistent with system reliability and safety. This includes sharing trenches where practicable, and coordinating scheduling and other aspects of construction to minimize delays and to avoid difficult conditions such as frozen or unstable soils.
- g. If an applicant requests an extension that will serve both a designated growth area and an area not designated for growth, the Company will pay for, or financially contribute to, the portion of the extension that is necessary to serve a designated growth area, except as provided for herein. The Company will not pay for or contribute financially to the portion of the extension that will serve an area not designated for growth unless the area was determined to be exempt under N.J.A.C. 14:3-8.2.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions/Regulations, (Cont'd.)

- h. The Company is eligible to apply for cost recovery under a Targeted Revitalization Incentive Program (TRIP) charge in accordance with N.J.A.C. 14-3-10.
- i. The applicant shall furnish the items listed below without charge and in sufficient time in the judgment of the Company for it to meet service requirements:
 - Rights-of-way and easements suitable to and without cost to or condemnation by the Company;
 - The preliminary or tentative subdivision map which has been submitted to and approved by the appropriate authorities, showing the full layout of the subdivision to be developed in order to facilitate planning for the cables;
 - The final subdivision map of the section of the subdivision which has received final approval of the appropriate authorities and which the applicant proposes to develop in the immediate future. The map shall be furnished in both paper and electronic (CADD) format;
 - A written estimate of the date on which telephone service will initially be required and the time schedule for full development of the Section; and
 - Documentation, which includes detailed plans of the development to enable the Company to determine if the development is in an "area designated for growth" as defined in N.J.A.C. 14:3-8.2 and depicted on a copy of the most current State Plan Policy map prepared by the State Planning Commission, or is in an area not designated for growth but has been determined to be exempt and eligible for the same treatment as an area designated for growth.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions/Regulations, (Cont'd.)

- j. An extension to non-residential development shall be made underground if the development does not have service and the extension is located in an area where local government or the Company requires the extension to be underground. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

- k. An extension serving a residential development of three or more units shall be underground if the development does not have service and the extension will be placed along streets that are not already served by overhead facilities. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions/Regulations, (Cont'd.)

1. The Company will start construction only after all of the following conditions have been executed and met:

(i) Advanced construction payment and assigned contract of work;

(ii) The rights-of-way or easements specified preceding are cleared of trees, tree stumps and other obstruction above or below grade at no charge to the Company to a width sufficient in its judgment to permit the use of machinery and equipment, and graded to within six inches of final grade by the applicant. Such clearance and grading must be maintained by the applicant during construction by the Company, and.

(iii) in a buried environment, furnish a trench meeting the standards and requirements of the Company. Should the applicant want to perform this work prior to the Company's scheduled construction start date, it must (i) obtain approval from the Company, and (ii) provide two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications for the Company's use. The Applicant will maintain the trench until all utilities have been installed, after which time the applicant is required to backfill the trench.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions/Regulations, (Cont'd.)

m. Where practicable, as determined by the Company and the electric utility involved, electric and telephone facilities may be placed in the same trench. Where joint use of a trench is practical, the Company will not commence work on an underground system unless and until the applicant has satisfied all conditions precedent to the obligation of the electric utility as well as the Company to commence work on their respective underground systems.

n. The charges specified in 2 following are based on the premise that each applicant shall agree to cooperate with the Company in an effort to keep the cost of construction and installation of the underground telephone communication system as low as possible. This includes the scheduling of construction to preclude the necessity for trenching in frozen soils, or in land fill operations before soils have become stabilized.

Should unusual circumstances arise which would unreasonably delay underground device service, temporary wires may be installed in whatever manner is most practical under the circumstances, provided, however, that such temporary wires shall be replaced as soon as practicable with a permanent underground service.

Upon approval by the Board of Public Utilities, excess costs, if any, due to temporary installations will be charged to the applicant.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment

a. Schedule of Charges

- (i) The costs of an extension are the actual costs incurred to construct and install the extension, including materials and labor employed in the design, purchase, constructions, and/or installation of the extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for back-up personnel for mapping, records, clerical, supervision or general office functions.
- (ii) The estimated cost of each extension is prepared in the Contract of Work and determined on an individual case basis using the most recent costs. Where pavement cutting and restoration, rock removal, blasting, difficult digging conditions or special back fill is required, charges based on the costs involved may apply
- (iii) The charges herein are in addition to the charges show elsewhere in this Tariff for the furnishing of the company's services.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments

An applicant will be required to pay deposits contained in the Contract of Work in the form of advance construction payments based on estimated costs. Such deposits will be held without payment of interest. In addition, in all cases, the applicant will be responsible for actual costs in excess of the advance construction payments. In the event that actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension.

Where an applicant plans construction of a development in phases, the applicant shall indicate which phases are to be treated as separate development for the purposes of determining the amount of deposit and calculating any applicable refund formula. The deposit required for each phase of the extension shall be the cost of the extension required to serve that phase of the development.

There are two types of advance construction payments that may be required of an applicant:

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments, (Cont'd.)

(i) Type 1 Deposits – are for extensions in "areas designated for growth" as defined in N.J.A.C. 14:3-8.2, or has been determined to be exempt and eligible for the same treatment as areas designed for growth. Type 1 Deposits may be required by the Company and are subject to a 10-year refund formula. Any portion of a Type 1 Deposit remaining unrefunded 10 years from the date the Company is first ready to render service from the extension involved will be retained by the Company. In no event shall the Company refund more than the total Type 1 Deposit amount to the applicant. The following portions of Type 1 Deposits are not refundable:

- For any extension, the cost of extra service or of extra work required to provide standard service. If an applicant requests service that costs more than that which is standard, or if an extension presents an unusual situation in which providing standard service is substantially more expensive than usual, the Company may charge the applicant or the Customer the extra expense.

REGULATIONS

2.13 Construction Charges and Other Special Charges, (Cont'd.)

2.13.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments, (Cont'd.)

(i) Type 1 Deposits, (Cont'd.)

- For any extension, the cost of the portion of the extension from the boundary of the property on which the new Customers to be served are located (that is from the subdivision gate, or for an individual lot, from the curb of the lot) to the point where the service connects to the building.
- For an underground extension, the additional cost for underground service over and above the amount it would cost to serve those Customers' overhead.

(ii) Type 2 Deposits – are for extensions in areas not designated for growth and not exempt under N.J.A.C. 14:3-8.2. Type 2 Deposits are required from the applicant for the estimated cost and no portion of the deposit is subject to a refund; provided, however, in the even that the actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension as set herein.

DESCRIPTION OF SERVICE

3.1 General

The Company will provide Local Exchange Service in the State of New Jersey as specified herein. The Company will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies. Unless otherwise indicated, the service descriptions and rates provided herein apply to Resale Local Exchange Services and Facilities-Based Local Exchange Services

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

DESCRIPTION OF SERVICE

3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas served by the following Incumbent LECs:

- 1) Verizon New Jersey, Inc.
- 2) Brightspeed of New Jersey, Inc.

DESCRIPTION OF SERVICE

3.3 Basic Local Service Offerings

3.3.1 Residential Local Exchange Service

Residential Local Exchange Service provides the Customer with a single, digital, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. Service is available on a flat rate basis. Not all service plans will be available in all areas.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

3.3.2 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, digital, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. Service is available on a flat rate basis. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

DESCRIPTION OF SERVICE

3.4 Optional Calling Features

3.4.1 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. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

3.4.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- C. Call Waiting - Basic: 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 permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- D. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

- H. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- I. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

- J. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using 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

- K. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

- L. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- M. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- N. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- O. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- P. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.

DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services

3.5.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Residential customers have a four (4) free call allowance per line per month.

3.5.2 Directory Listings

A. General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings (Cont'd)

B. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings (Cont'd)

C. Nonlisted Service

Nonlisted service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

DESCRIPTION OF SERVICE

3.6 Local Operator Services

3.6.1 Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges.

3.6.2 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

DESCRIPTION OF SERVICE

3.6 Local Operator Services (Cont'd)

3.6.3 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

RATES

4.1 Application of Rates and Charges

All services offered in this tariff are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

4.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

RATES

4.1 Application of Rates and Charges (Cont'd)

4.1.2 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide, associated with each NPA-NXX combination .

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

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: 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.

C. The formula for distance calculations is:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

RATES

4.2 Service Charges and Surcharges

4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

	<u>Business</u>	<u>Residential</u>
Connect new or additional access lines	\$58.56	\$28.25
For moves, changes or additions	\$20.19	\$16.00
Record type change	\$16.15	\$10.50
Change of existing CO access line	\$ 6.06	\$ 5.00

4.2.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

	<u>Business</u>	<u>Residential</u>
Per Premises Visit	\$29.18	\$24.50

RATES

4.2 Service Charges and Surcharges (Cont'd)

4.2.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>	<u>Residential</u>
Per occasion	\$28.58	\$28.58

RATES

4.3 Basic Local Service Rates

4.3.1 Residential Local Exchange Service

A. Monthly Recurring Charges

The following charges apply to Residential Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Touchtone service is included at no additional charge.

Monthly Rate
\$26.45

B. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Per Line \$24.10

RATES

4.3 Basic Local Service Rates (Cont'd)

4.3.2 Business Local Exchange Service Lines

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

Monthly Rate
\$45.45

B. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Nonrecurring charges for installation of Business lines are:

First Line \$31.71

RATES

4.4 Optional Calling Features

4.4.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

Optional Calling Features (Group 1)	Business	Residential
Call Waiting	\$7.65	\$4.59
Call Forwarding Variable	\$2.69	\$2.30
Three Way Calling	\$2.66	\$2.30
Speed Calling (8-code)	\$2.69	\$2.30
Speed Calling (30-code)	\$3.84	\$3.43
Call Forwarding Busy Line	\$2.60	\$2.00
Call Forwarding Don't Answer	\$2.60	\$2.00
Call Block	\$6.06	\$4.04
Call Return	\$6.00	\$4.00
Repeat Dialing	\$6.00	\$2.00
Preferred Call Forwarding	\$6.06	\$4.04
Remote Access-Call Forwarding Variable	\$7.00	\$5.00
Multiple Directory Number Distinctive Ringing - First DN	\$6.50	\$4.50
Multiple Directory Number Distinctive Ringing - Two DN's	\$6.50	\$4.50
Caller ID - Basic	\$8.50	\$6.55
Caller ID - Deluxe (with ACR)	\$9.50	\$7.50
Remote Call Forwarding ¹	\$15.59	\$14.66

¹ NRC for Remote Call Forwarding is \$20.19 and \$16.00 for business and residential accounts, respectively.

RATES

4.5 Directory Assistance and Listing Services

4.5.1	Directory Assistance Service	<u>Business</u>	<u>Residential</u>
	Each Directory Assistance Call	\$1.25	\$0.50
	Call Completion	\$0.50	\$0.50

4.5.2 Directory Listings

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
- Each Additional Listing	\$3.05	\$2.56

RATES

4.5 Directory Assistance and Listing Services (Cont'd)

4.5.2 Directory Listings (Cont'd)

B. Nonpublished Service

There is a monthly charge for each nonpublished service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
Nonpublished service charge, per month:	\$4.45	\$4.45

C. Nonlisted Service

There is a monthly charge for each nonlisted service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
Nonlisted service charge, per month:	\$2.85	\$2.85

RATES

4.6 Local Operator Assisted Services

The per call charges below are in addition to any other applicable usage charges identified in this tariff.

Customer Dialed Calling/Credit Card	\$0.95
Operator Dialed Calling/Credit Card	\$2.50
Operator Station	
Billed Collect	\$2.50
Billed to Third Party	\$2.50
Billed to Line	\$2.50
Person-to-Person	\$4.50

SPECIAL ARRANGEMENTS

5.1 Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

5.2 Special Assembly Arrangements

Services and arrangements shall occasionally be developed on Special Assembly basis in response to requests of the Customer for unique services or arrangements. Rates for Special Assembly 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 that varies from tariffed arrangements. Special Assembly rates will be offered to customers in writing and will be made available to similarly situated customers.

5.3 Promotional Programs

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 Board of Public Utilities. Promotional offerings will have an ending date. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.