

Southern Tier Network, Inc.
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Southern Tier Network, Inc.

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK

Applicable in New York State

Issued in compliance with the Order of the New York Public Service
Commission Matter of [11-01012](#) Original Tariff.

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Section 1 - GENERAL RULES AND REGULATIONS

1.1 USE OF FACILITIES AND SERVICE

1.1.1 Obligation of the Company

The company seeks to provide wholesale access via the means of leasing “dark” fiber optic cabling. The Company’s customers will lease point to point or ring fiber configurations and install and maintain their own electronics. The Company will offer Ethernet services based upon customer demand on an individual case basis.

The Company does not have an obligation to furnish facilities or services beyond its “dark” Fiber offering. The Company will seek to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary fiber backbone and co-locations. The Company will seek to secure and retain, without unreasonable expense, suitable space for its facilities on existing utility poles, rights of ways, and collocation points.

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

1.1 USE OF FACILITIES AND SERVICE (cont'd)

1.1.2 Limitations on Liability

a. Indemnification by Customer

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

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b. Customer-Provided Equipment

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

c. Use of Facilities of Other Companies

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

1.1.3 Use of Service

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

1.14 Use and Ownership of Equipment

Facilities furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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1.2 MINIMUM PERIOD OF SERVICE

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

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

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

1.3 FLEXIBLE PRICING

1.3.1 General

The Company desires to establish a simplified pricing strategy. Enterprise users which are defined as those users not including residential and carrier based, will pay a monthly recurring charge based on a flat rate per location connected. Carrier based customers such as CLECS, ILECS, Wireless, will pay a per mile charge which is consistent and competitive with industry standards. The company is not intending to serve residential customers at this time.

1.3.2 Conditions

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

1.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect

1.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the fiber lease value for up to two months for the facilities and service. In cases where excessive build out costs will be incurred to connect customers, the Company the customer may be required to prepay construction costs to a sum equal to the total charges incurred by the Company unless any connection charges are paid direct by the customer to the construction entity.

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

a. Interest on Deposits

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

b. Inadequate Deposit

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

c. Return of Deposit

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

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1.4.3 Payment of Charges

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

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

1.4.4 Return Check Charge

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

1.4.5 Late Payment Charges

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

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1.4 PAYMENT FOR SERVICE RENDERED

1.4.6 Customer Overpayments

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

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

1.5 INSTALLATION SERVICE

The Company will work with our customers to select the move expeditious and convenient Installation Plan. The Company will offer appointments for connection of service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 609 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

1.6 ACCESS TO CUSTOMER'S PREMISES

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

1.7 TELEPHONE SURCHARGES

1.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, it is expected that various surcharges such as; Village or Municipal Surcharges, State and Gross Earnings Taxes are not applicable to this Not For Profit Corporation. Whenever these become applicable to the Company the Company will file a revised statement as directed or approved by the Commission.

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1.8 SUSPENSION OR TERMINATION OF SERVICE

1.8.1 Suspension or Termination for Nonpayment

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

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

1.8.2 Exceptions to Suspension and Termination

Service shall not be suspended or terminated for:

- a. Nonpayment for service for which a bill has not been rendered;
- b. Nonpayment for service which have not been rendered;
- c. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

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

- e. Nonpayment of back billed amounts.

1.8.3 Verification of Nonpayment

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

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

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- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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1.8.4 Termination for Cause Other Than Nonpayment

a. General

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

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

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

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

1. The use of facilities or service of the Company without payment of tariff charges;
2. The use of the service in such a manner such that it interferes with the service of other customers;
3. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

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

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

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

1.8.5 Emergency Termination of Service

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

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1.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

1.9.1 Application of Rates

- a. Business rates as described in Section 2 and shown in Attachment B apply to service furnished:
 1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service business rates apply;
 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

1.9.2 Fiber configuration changes

When a business customer requests a fiber configuration change, the original fiber path shall be disassembled immediately upon customer acceptance of the new fiber configuration.

1.9.3 Deposits

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

1.9.4 Dishonored Checks

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

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1.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

1.10.1 Application of Rates

Since the Company does not anticipate residential users, this section does not apply. Should the Company expand services to the residential markets, tariffs will be filed as per the requirements of the Commission

1.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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

1.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
 - c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - d. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
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- b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

d. Credit to Customer

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

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to use the fiber network for either sending or receiving information or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow network response across the fiber or in fiber ring configurations where the fiber continues to operate in a limited capacity due to operations in a "Wrap Mode". Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

1.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;

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- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

1.12 AUTOMATIC NUMBER IDENTIFICATION

1.12.1 Regulations

The Company will not provide services over the leased fiber backbone and therefore does not anticipate connectivity into the PSTN. The Company's service offering will consist of a "Dark" Fiber path configured in point to point and/or ring configurations. Should the services provided by the Company expand to include voice and voice related services, the Company will file the appropriate Tariff amendments to include Automatic Number Identification (ANI) as per the requirements of the Commission.

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1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY

1.13.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.
- b. The TSP program has two components, restoration and provisioning.
 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

1.13.2 TSP Request Process – Restoration

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

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety, and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture
- a. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- b. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.

- c. Submit the SF 315 to the OPT.
- d. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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Section 1 - GENERAL RULES AND REGULATIONS (cont'd)

1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

1.13.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 1.13.2.a. -- 1.13.2.e above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 1.13.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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Section 1 - GENERAL RULES AND REGULATIONS (cont'd)

1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

1.13.4 Responsibilities of the End-User

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

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

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Section 1 - GENERAL RULES AND REGULATIONS (cont'd)

1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

1.13.5 Responsibilities of the Company

The Company will perform the following:

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

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Section 1 - GENERAL RULES AND REGULATIONS (cont'd)

1.13 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

1.13.6. Preemption

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

End of Section

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SECTION 2 - CONNECTION CHARGES

2.1 INSTALLATION CHARGE

The Company may choose to waive installation charges for contract terms of 3 years or more. Customer install charges will be based on the Company's direct cost to install facilities at customer premise. This will be billed at 4% over Companies cost

2.2 MOVES, ADDS AND CHANGES

The Company may choose to waive Moves add, and changes costs for contract terms of 3 years or more. Customer charges will be based on the Company's direct cost. This will be billed at 4% over Companies cost

2.3 CHARGES ASSOCIATED WITH PREMISES VISIT

2.3.1 Trouble Isolation Charge

Billed at \$50 per hr or 4% over Companies costs whichever is the lesser amount for trouble calls found not to be the responsibility of the Company

2.3.2 Customer owned, Wire Maintenance and Installation

Billed at \$50 per hr or 4% over Companies costs whichever is the lesser amount for work performed at the request of the Customer on Customer premise

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2.4 CARRIER RATES:

Carrier customers who will use lease fiber to resell data and telecommunications services to business entities will have the option of leasing fiber by the fiber mile as identified in 2.4.1 or by the Ring Access method found in 2.4.2.

2.4.1 CHARGES PER FIBER MILE:

Mileage	Monthly Recurring charges per fiber mile leased		Monthly Maintenance fee per fiber mile	
	Max	Min	Max	Min
0-100	\$50	\$10	\$2.50	\$0.50
101 – 300	\$50	\$10	\$2.50	\$0.50
301 – 450	\$50	\$10	\$2.50	\$0.50
over 450	\$50	\$10	\$2.50	\$0.50

Mileage = Based on the total accumulative miles of fiber leased by the Customer. Two fibers leased for 10 miles = 20 miles leased.

Charges per fiber mile include monthly recurring charges per fiber mile leased plus the monthly maintenance fee per fiber mile leased.

2.4.2 CHARGES PER RING ACCESS:

Access	Monthly Recurring Charge		Monthly Maintenance Fee	
	Max	Min	Max	Min
Ring Access	\$4,000	\$50	\$200.00	\$2.50
Egress Point	\$1,000	\$50	\$50.00	\$2.50

The monthly Ring Access Charge provides the Carrier with a lease of 2 fibers throughout the STN network.

The monthly Ring Egress Charge provides the Carrier with an access point onto or off of the STN network.

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2.5 ENTERPRISE RATES:

Enterprise customers are business and organizations who wish to interconnect their own facilities in a point to point manner.

Access	Monthly Recurring Charge		Monthly Maintenance Fee	
	Max	Min	Max	Min
Location Fee	\$1,000	\$50	\$50.00	\$2.50

Business Customers will pay a monthly recurring fee per site for a connection to the fiber optic backbone; a monthly maintenance fee will be applied to the Customer Bill.

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SECTION 3 - SPECIAL ARRANGEMENTS

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SECTION 3 - SPECIAL ARRANGEMENTS

3.1 SPECIAL CONSTRUCTION

3.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

3.1.2 Basis for Cost Computation

The costs referred to in 3.1.1 preceding may include one or more of the following items to the extent they are applicable:

- I. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements.
- II. Cost of maintenance.
- III. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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SECTION 4 - SPECIAL ARRANGEMENTS (cont'd)

3.1 SPECIAL CONSTRUCTION (cont'd)

3.1.2 Basis for Cost Computation (cont'd)

- IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Tariff preparation, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; or
- VIII. An amount for return and contingencies.

3.1.3 Termination Liability

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

- 3.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 3.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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3.1 SPECIAL CONSTRUCTION (cont'd)

3.1.3 Termination Liability (cont'd)

3.1.3.2 (cont'd)

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

3.1.3.3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 3.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 3 - SPECIAL ARRANGEMENTS (cont'd)

3.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

3.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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RATE ADDENDUM

2.4 CARRIER RATES:

Carrier customers who will use lease fiber to resell data and telecommunications services to business entities will have the option of leasing fiber by the fiber mile as identified in 2.4.1 or by the Ring Access method found in 2.4.2.

2.4.1 CHARGES PER FIBER MILE:

Mileage	Monthly Recurring charges per fiber mile leased	Monthly Maintenance fee per fiber mile
	Actual	Actual
0-100	\$40	\$2.00
101 – 300	\$40	\$2.00
301 – 450	\$40	\$2.00
over 450	\$40	\$2.00

Mileage = Based on the total accumulative miles of fiber leased by the Customer. Two fibers leased for 10 miles = 20 miles leased.

Charges per fiber mile include monthly recurring charges per fiber mile leased plus the monthly maintenance fee per fiber mile leased.

2.4.2 CHARGES PER RING ACCESS:

Access	Monthly Recurring Charge	Monthly Maintenance fee
	Actual	Actual
Ring Access	\$2,000	\$100.00
Egress Point	\$500	\$10.00

The monthly Ring Access Charge provides the Carrier with a lease of 2 fibers throughout the STN network.

The monthly Ring Egress Charge provides the Carrier with an access point onto or off of the STN network.

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2.5 ENTERPRISE RATES:

Enterprise customers are business and organizations who wish to interconnect their own facilities in a point to point manner.

Access	Monthly Recurring Charge	Monthly Maintenance fee
	Actual	Actual
Location fee	\$500	\$10.00

Business Customers will pay a monthly recurring fee per site for a connection to the fiber optic backbone; a monthly maintenance fee will be applied to the Customer Bill.