

RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY  
XCHANGE TELECOM LLC.  
WITHIN THE STATE OF NEW JERSEY

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Issued Date: May 3, 2004  
Issued By:

Alfred West, President  
3611 14<sup>th</sup> Ave., Suite 550  
Brooklyn, New York 11218

Effective Date: June 2, 2004

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**SECTION 2 CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original	75	Original
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3	1 <sup>st</sup> rev*	28	Original	53	Original	77	Original
4	Original	29	Original	54	Original	78	Original
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6	Original	31	Original	56	Original	80	Original
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20	Original	45	Original	70	1 <sup>st</sup> Rev.*		
21	Original	46	Original	70.1	Original*		
22	Original	47	Original	71	Original		
23	Original	48	Original	72	Original		
24	Original	49	Original	73	1 <sup>st</sup> Rev.*		
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**SECTION 3 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 and 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.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**SECTION 4 APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by XCHANGE TELECOM LLC. to customers within the state of New Jersey.

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**SECTION 1 DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**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.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - New Jersey Board of Public Utilities.

**Company or Carrier** - XCHANGE TELECOM LLC., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgement 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.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.



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**Service commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of 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 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.

**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.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

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

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**SECTION 2 RULES AND 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 originating from points within the State of New Jersey, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, 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 some 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****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 thirty (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) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

(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.

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

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

**(F)** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

**(G)** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**(H)** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability**

(A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

(B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

(C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

**(D)** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

**(1)** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

**(2)** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

**(3)** Any unlawful or unauthorized use of the Company's facilities and services;

**(4)** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;

**(5)** Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(D) (cont'd)**

**(6)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

**(7)** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

**(8)** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

**(9)** Any non-completion of calls due to network busy conditions;

**(10)** Any calls not actually attempted to be completed during any period that service is unavailable;

**(11)** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

**(E)** The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.

**(F)** 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.

**(G)** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**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.



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

(A) 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.

(B) 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 by the Customer.

(C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

(D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(E) 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 through 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; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 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.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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; or

(H) in advance of its normal construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**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 the New Jersey Public Utilities Commission's regulations, policies, orders, and decisions.**

**2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgement or liability resulting from such blockage.**

**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. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****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 negligence or willful 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 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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General (cont'd.)**

**(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 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 (e.g., friable asbestos) prior to any construction or installation work;

**(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 an 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. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

(A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

(B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

(C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****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 designated 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 guarantee 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 of 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 MPOP.

**(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 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, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Interconnection of Facilities**

**(A)** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the New Jersey Public Utilities Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

**(B)** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

**(C)** Communications 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 which are applicable to such connections.

**(D)** 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 pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd.)****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 in Section 2.4.2(B) 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 this 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.

(C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.5 Customer Deposits and Advance Payments (Cont'd.)****2.5.2 Deposits**

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with New Jersey Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.

(B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

(C) Deposits will accrue interest annually at the rate per annum in accordance with New Jersey Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

(D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements****2.6.1 Payment for Services**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the New Jersey Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in New Jersey, or both, and are charged to a subscriber's telephone number or account in New Jersey.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

(A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

(B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

(C) When service does not begin on the first day of the billing period, or end of 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 thirty (30) days.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd.)****2.6.2 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 day 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)** If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**(F)** the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New Jersey Public Utilities Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

New Jersey Public Utilities Commission  
540 Broad Street, Room 1105  
Newark, New Jersey 07101

**(G)** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**(A)** Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.

**(B)** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

**(D)** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause (Cont'd)

**(F)** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

**(G)** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

**(H)** Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

**(A)** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

**(B)** 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 the Company incurred, 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 levy against the Company that would have been chargeable to the Customer had service begun.

**(C)** 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, less net salvage, may apply. 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.

**(D)** The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.



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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.6 Changes in Services 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.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service****2.7.1 General**

**(A)** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

**(B)** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.1 General (Continued)**

**(C)** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**(D)** The Customer shall be responsible for the payment of service charges 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.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

**(A)** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

**(B)** Due to the failure of power, equipment, systems, connections or services not provided by the Company;

**(C)** Due to circumstances or causes beyond the reasonable control of the Company;

**(D)** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.2 Limitations of Allowances (Cont'd)**

**(E)** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:

**(F)** 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;

**(G)** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

**(H)** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.4 Application of Credits for Interruptions in Service**

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) **Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full days credit will be allowed for any period of 24 hours.

(D) **Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.5 Limitations 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 or joint user;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

(C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(E) 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;

(F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and

(G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

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

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.9 Reserved for Future Use****2.10 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.11 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.12 Notices and Communications**

**2.12.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.12.2** 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.

**2.12.3** Except as otherwise stated in this tariff, 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.

**2.12.4** 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.



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**SECTION 3 SERVICE AREAS****3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Verizon

**3.2 Rate Classes**

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the New Jersey Public Utilities Board reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Verizon's New Jersey General Subscriber Service Tariff (GSST).

Rate Class

1  
2  
3  
4

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**SECTION 4 SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

<u>Residence</u>	<u>Business</u>		
Line Connection Charge			
First Line	\$42.35	\$80.27	
Each Additional Line	\$42.35	\$80.27	
Line Change Charge			
First Line	\$16.00	\$20.19	
Each Additional Line	\$16.00	\$20.19	
Secondary Service Order Charge		\$10.50	\$16.15

**4.2 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.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$19.18	\$19.18
Each Additional 15 minute increment	\$19.18	\$19.18

**4.3 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>Residence</u>	<u>Business</u>
Per occasion	\$40	\$40

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**SECTION 5 NETWORK SERVICES DESCRIPTIONS****5.1 General****5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the New Jersey Public Utilities Commission:

Standard Residence Line Service  
Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services (including Vanity Numbers and Number Portability)  
Flat Rate Tax Inclusive Packages (C)

**5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)****5.1 General (Continued)****5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, New Jersey State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.2 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:

**5.2.1** 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.

**5.2.2** 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).

**5.2.3** 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.

**5.2.4** 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.

**5.2.5** All times refer to local time.

## SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

**5.3 Distance Calculations**

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

**5.3.1 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 issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.**

**5.3.2 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: Computer the difference between the V coordinate 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.

**5.3.3** The formula for distance calculations is:

Formula:

$$\sqrt{\frac{|(V1-V2)^2 + (H1-H2)^2}{10}}$$

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

**5.4 Rate Periods for Time of Day Sensitive Services**

**5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* Up to, but not including

**5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.**

**5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.**

New Year's Day      January 1  
 Memorial Day    As Federally Observed  
 Independence Day      July 4  
 Thanksgiving Day      As Federally Observed  
 Christmas Day    December 25

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.



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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.8 Reserved for Future Use****5.9 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.10 Reserved for Future Use****5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

**5.11.1 Features Descriptions**

**(A) Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

**(B) Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

**(C) Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(D) Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

**(E) 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.

**(F) Call Forwarding Variable, Remote Access:** 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 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. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

**(G) 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.

**(H) Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(I) Call Forwarding Don't Answer w/Customer Control:** 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. However, the end-user has the ability to turn the feature on or off at his/her discretion.

**(J) 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.

**(K) Call Forwarding Busy Line w/Customer Control:** 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. However, the end-user has the ability to turn the feature on or off at his/her discretion.

**(L) 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 activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(M) Call Waiting -- Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- Answer the waiting call and placing the first party on hold;
- Answer the waiting call and disconnecting from the first party;
- Direct the waiting caller to hold via a recording
- Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

**(N) Call Waiting Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

**(O) 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(P) 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.

**(Q) 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.

**(R) Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the features 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 features screening list.

**(S) Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(T) Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**(U) 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.

**(V) Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.

**(W) Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(X) 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.

**(Y) Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the features screening list.

**(Z) Repeat Dialing:** Permits the end-user to have calls automatically redialed 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



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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(AA) 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 speed calling list without assistance from the Company.

**(AB) 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 calls.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.12 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.12.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.12.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.13 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.14 Reserved for Future Use****5.15 Reserved for Future Use****5.16 Miscellaneous Services****5.16.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

**5.16.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.16.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

**5.16.4 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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**SECTION 6 PREPAID LOCAL EXCHANGE SERVICE****6.1 Type of Service Offered**

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of New Jersey, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

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**SECTION 6.0 - PREPAID LOCAL EXCHANGE SERVICE (Cont'd)****6.1 Type of Service Offered (Cont'd)**

The Company provides Deluxe Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area and five features including Caller ID

- Call Return
- Three Way Calling
- Call Waiting
- Call Forwarding

Also included in this plan is up to 250 minutes of free long distance per month provided by the Company or other service provider. Minutes in excess of the monthly quota will be charged at \$0.95 per minute in addition to an access surcharge of \$0.25 and \$0.019 per minute.

**6.2 Optional Features**

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

	Monthly Recurring Rate
• Caller ID	\$10.00
• Three-way calling	\$5.00
• Call waiting	\$5.00
• Call forwarding	\$5.00
• Unpublished number	\$5.00
• Call Return	\$8.00
• Inside Wiring*	\$4.99
• Expanded Area Service	\$20.00

\* Inside Wiring does not cover jack plates nor customer's equipment.

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 Alfred West, President  
 1657 - 49th Street  
 BrooklynNew York11204

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## SECTION 6.0 – PREPAID LOCAL EXCHANGE SERVICE (Cont'd)

**6.3 Prepaid Local Exchange Service Rates****6.3.1 Monthly Recurring Charges**

- The monthly service charge includes local phone service only.
- Taxes, which are not included in the quoted rates.
- Any additional features added to the basic service

**6.3.2 Rates****(A) Residential Basic Line Service\***

	Monthly Recurring Rate
First Line:	\$49.95 per month**
Each Additional Line:	\$49.95 per month**

Deluxe Prepaid Package	
First Line	\$59.95 per month**
Each Add'l Line	\$59.95 per month**

\* Monthly charges include local exchange phone service only. A Connection charge applies when a XCHANGE Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

\*\* XCHANGE Prompt Pay Program listed below offers discounts for timely payments.

**(B) Nonrecurring Charges**

(1) Installation charges apply and will be divided between each of the first three bills after commencement of service.

(2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

**Prepaid Local Exchange Installation Charge**

	Nonrecurring Charge
First Line	\$20.00
Each Additional Line	\$20.00
Number or Name Change Charge	\$30.00
Service Transfer	\$39.95
Calling Feature Installation	\$15.00**
Reconnection Charge	\$25.00

\*\* Charge only if feature is added after service installation

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SECTION 6.0 – PREPAID LOCAL EXCHANGE SERVICE (Cont'd)

**6.4 Late Payment Charge**

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

**6.5 Service Assistance Programs**

XCHANGE will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

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**SECTION 7 LOCAL RESALE SERVICES PRICE LIST****7.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the New Jersey Public Utilities Board. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.



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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST, (CONTINUED)****7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence 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 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. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

## 7.2 Standard Residence Local Exchange Service (Continued)

**7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges do not include Touch-tone Service. The rates and charges below apply to service provided on a month-to-month basis.

RATE CLASS	SERVICE TYPE	
First Line	Flat Rate	Message Rate
Rate Class 1	\$6.75	\$5.44
Rate Class 2	\$7.45	\$5.99
Rate Class 3	\$7.95	\$6.39
Rate Class 4	\$8.19	\$6.58
Additional Line	Flat Rate	Message Rate
Rate Class 1	\$6.25	N/A
Rate Class 2	\$6.95	N/A
Rate Class 3	\$7.45	N/A
Rate Class 4	\$7.69	N/A

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

## 7.2 Standard Residence Local Exchange Service (Continued)

**7.2.2 Touch-tone Service**

Touch-tone service provides for the origination of calls by means of customer-provided station sets, adjunct devices or terminal equipment equipped for tone type address signaling and special central office facilities.

Monthly Recurring Charge, Per line      \$1.00

**7.2.3 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Message Service**

Customers subscribing to Message Service will receive a monthly usage allowance of 75 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis. Calls are billed in 5 second increments.

First 5 minutes	\$0.065
Additional 5 minutes	\$0.065

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)****7.2 Standard Residence Local Exchange Service, (Continued)****7.2.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line       \$42.35  
Each Additional Line(1)\$42.35

**NOTES:**

(1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard 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 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. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

## 7.3 Standard Business Local Exchange Service, (Continued)

**7.3.1 Monthly Recurring Charges \*****7.3.1.1 Business Talk Plans****7.3.1.2 Description.**

The Business Talk Plans provide customers with standard network access line and calling packages and several features, for one monthly recurring charge that includes all fees and taxes. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below.

(i) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New Jersey in the same location as Carrier's customer. Regional calls shall include calls which would be defined for customers of Verizon New Jersey in the same location as Carrier's customer.

**7.3.1.3 Features**

- (i) Anonymous Call Rejection w/ ID
- (ii) Call Forwarding
- (iii) Unlimited \*69 (Call Return)
- (iv) Call Waiting
- (v) Call Waiting ID w/ Name
- (vi) Three Way Calling
- (vii) Unlimited \*66 - Repeat Dial
- (viii) Voicemail

**7.3.2 Plans**

**BusinessNationTalk-** NationTalk provides up to 45 hours of monthly calling in the Continental USA. Operator Assisted Calls, are charged at the rates set forth in SECTION 8 of this Tariff.

- (i) Service Order Charges as set forth in SECTION 4 of this tariff apply.
- (ii) A non-recurring Connection Charge as set forth in SECTION 4 of this tariff Applies.
- (iii) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (iv) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth herein, Section 9.1.5, unless obtained through a usage bundle.
- (v) Directory assistance charges apply.
- (vi) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth below.

\* Original Material appearing on this page deleted. Effective January 1, 2024, all other Business plans will be retired, and all customers will be migrated to the NationTalk plan.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

**7.3.2.1 Pricing (N)\***

- (i) NationTalk: \$62.99 (includes all taxes and fees)
- (ii) An additional \$5.00 tax inclusive fee applies for off-net customers. Offnet is as defined in SECTION 10
- (iii) A paper-bill fee of \$1.50 applies for customers that select paper invoices.

**7.3.3 Usage**

Usage beyond aggregate 45 hours per month:

Local calls, per minute \$.099

Regional Calls, per minute \$.099

Intrastate interLATA toll, per minute \$.069

Interstate toll, per minute \$.045

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage and features for categories not included in Bundle

\* All material on this page new

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service, (Continued)****7.3.2 Touch-tone Service**

Touch-tone service provides for the origination of calls by means of customer-provided station sets, adjunct devices or terminal equipment equipped for tone type address signaling and special central office facilities.

Monthly Recurring Charge, Per line      \$2.01

**7.3.3 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Message Service**

Customers subscribing to Message Service will receive a monthly usage allowance of 75 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis. Calls are billed in 5 second increments.

First 5 minutes	\$0.066
Additional 5 minutes	\$0.066



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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service, (Continued)****7.3.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line       \$80.27  
Each Additional Line(1)\$80.27

**NOTES:**

(1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

**7.4 Business PBX Trunk Service (D)**

**7.4.1 Touch-tone Service**

Touch-tone service provides for the origination of calls by means of customer-provided station sets, adjunct devices or terminal equipment equipped for tone type address signaling and special central office facilities.

Monthly Recurring Charge , Per trunk \$5.11

## SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.4 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 <sup>st</sup> Block of 20 DID Numbers	\$400.00	\$20.00
Each Additional Block of 20 DID Numbers	\$0.00	\$20.00
DID Trunk Termination:	\$0.00	\$38.97
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$TBD
Automatic Intercept Service, Per Number Referred	\$TBD	N/A

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 SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)
**7.6 Optional Calling Features**

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.

**7.6.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Call Trace	\$1.00	\$1.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

## SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

## 7.6 Optional Calling Features, (Continued)

**7.6.2 Features Offered on a 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.

Optional Calling Feature	Residence	Business
Call Forwarding - Variable	\$2.30	\$2.69
Call Forwarding – Busy Line	\$2.00	\$2.00
Call Forwarding – Don't Answer	\$2.00	\$2.00
Call Forwarding – Busy Line & Don't Answer	\$2.00	\$2.00
Repeat Dialing	\$2.00	\$6.00
Distinctive Ringing	\$4.50	\$6.50
Caller ID – Standard	\$6.55	\$8.50
Caller ID – with Name	\$7.50	\$9.50
Call Block	\$4.04	\$6.06
Home Intercom	\$2.25	N/A
Intercom Extra	\$6.50	N/A
Call Waiting	\$4.59	\$7.65
Three-Way Calling	\$2.30	\$2.66
Speed Calling – 8 numbers	\$2.30	\$2.69
Speed Calling – 30 numbers	\$3.34	\$3.84
Priority Call	\$4.00	\$6.06
*69	\$4.00	\$6.00
Select Forward	\$4.04	\$6.06
Ultra Forward	\$5.00	\$7.00
Easy Voice (Voice Dialing)	\$3.75	N/A

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**SECTION 8 DIRECTORY ASSISTANCE SERVICES****8.1 Directory Assistance Services****8.1.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer is allowed ten (10) requests for Directory Assistance before a per call charge is applied. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	
Business	\$0.75
Residence (after 10th call)	\$0.20

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**SECTION 9 TAX INCLUSIVE RESIDENTIAL PLANS****9.1 Talk Plans****9.1.1 Description.**

The Talk Plans provide customers with standard network access line and calling packages and several features, for one monthly recurring charge that includes all fees and taxes. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below.

(i) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New Jersey in the same location as Carrier's customer. Regional calls shall include calls which would be defined for customers of Verizon New Jersey in the same location as Carrier's customer.

**9.1.2 Features**

- (i) Anonymous Call Rejection w/ ID
- (ii) Call Forwarding
- (iii) Unlimited \*69 (Call Return)
- (iv) Call Waiting
- (v) Call Waiting ID w/ Name
- (vi) Three Way Calling
- (vii) Unlimited \*66 - Repeat Dial
- (viii) Voicemail

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Section 9– TAX INCLUSIVE RESIDENTIAL PLANS (cont’d)

## 9.1 Talk Plans (cont’d)

**9.1.3 Packages (D)\***

- (vii) **NationTalk**- NationTalk provides up to 45 hours of monthly calling in the Continental USA. Operator Assisted Calls, are charged at the rates set forth in SECTION 8 of this Tariff.
- (viii) Service Order Charges as set forth in SECTION 4 of this tariff apply.
- (ix) A non-recurring Connection Charge as set forth in SECTION 4 of this tariff Applies.
- (x) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (xi) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth herein, Section 9.1.5, unless obtained through a usage bundle.
- (xii) Directory assistance charges apply.
- (xiii) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth below.

**9.1.4 Pricing (D)**

- (iv) (D)NationTalk: \$62.99  
(includes all taxes and fees) (I)
- (v) An additional \$5.00 tax inclusive fee applies for off-net customers. Offnet is as defined in SECTION 10
- (vi) A paper-bill fee of \$1.50 applies for customers that select paper invoices.

**9.1.5 Usage**

Usage beyond aggregate 45 hours per month:

Local calls, per minute \$.099

Regional Calls, per minute \$.099

Intrastate interLATA toll, per minute \$.069

Interstate toll, per minute \$.045

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage and features for categories not included in Bundle

\* Effective January 1, 2024, these plans will be retired, and all customers will be migrated to the NationTalk plan.



**SECTION 10 EXCHANGE AREAS**

## 10.1 Exchange Areas

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Allentown	2	Asbury Park	2	Atlantic City	2
Atlantic Hglds.	2	Avalon	2	Barnegat	2
Bayonne	4	Beach Haven	2	Beaver Brook	3
Belleville	4	Belmar	2	Berlin	2
Bernardsville	2	Blackwood	3	Bloomfield	4
Boonton	2	Bordertown	3	Bound Brook	3
Bridgeton	2	Brigantine	2	Burlington	2
Butler	2	Caldwell	3	Camden	3
Cape May CH	2	Carteret	3	Cedarville	2
Chatham	2	Cliffside	3	Closter	3
Collingswood	3	Cragmere	2	Cranbury	2
Cranford	3	Deal	2	Dennisville	2
Dover	2	Dumont	3	Dunellen	3
East Millstone	3	Eatontown	3	Egg Harbor	1
Elizabeth	4	Elmer	2	Englewood	3
Englishtown	2	Erskine Lakes	2	Ewing	3
Fair Lawn	4	Fanwood	3	Farmingdale	2
Florence	2	Fort Dix	2	Franklin Park	3
Franklinville	2	Freehold	2	Glassboro	2
Gloucester	3	Hackensack	4	Hackettstown	1
Haddonfield	3	Haddon Hts.	3	Hammonton	2
Hasbrouck Hts.	4	Hawthorne	3	Hightstown	2
Holmdel	2	Hopatcong	2	Hopewell	1
Jamesburg	2	Jersey City	4	Keansburg	2
Kearny	4	Keyport	2	Lakehurst	2
Lakewood**	3	Lambertville	1	Laurel Springs	3
Lawrenceville	3	Leonia	3	Linden	3
Little Falls	4	Livingston	4	Long Branch	3
Madison	3	Manasquan	2	Marlton	2
Matawan	3	Mays Landing	2	Medford	2
Mendham	2	Mercerville	3	Merchantville	3
Metuchen	3	Middletown	2	Milford	1
Milburn	4	Millington	3	Millville	2
Milmay	2	Monmth. Jctn.	2	Moorestown	3
Morristown	3	Mountain View	3	Mount Freedom	2
Mount Holly	2	Mullica Hill	2	Neshanic	1
Netcong	2	Newark	4	New Brunswick	3
New Egypt	1	Newfoundland	1	Nutley	4
Oakland	2	Ocean City	3	Oradell	3
Orange	4	Park Ridge	3	Passaic	4
Paterson	4	Paulsboro	2	Peapack	2
Pemberton	2	Pennington	2	Penns Grove	2

\*\* Lakewood is considered On-net; all other Rate Centers are Offnet

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## 10.1 Exchange Areas (Cont'd)

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Perth Amboy	3	Phillipsburg	2	Pitman	2
Plainfield	3	Plainsboro	2	Pleasantville	3
Point Pleasant	3	Pompton Lakes	2	Port Norris	2
Princeton	2	Rahway	3	Ramsey	2
Red Bank	2	Ridgewood	3	Riverside	2
Riverton	2	Rockaway	3	Roselle	3
Rutherford	4	Salem	1	Sea Isle City	2
Seaside Park	2	Somers Point	2	Somerville	3
South Amboy	3	South Orange	4	South River	3
Spring Lake	3	Stroudsburg	1	Succasuna	2
Summit	3	Swedesboro	2	Teaneck	3
Toms River	3	Trenton	3	Tuckahoe	2
Tuckerton	2	Union City	4	Unionville	4
Verona	4	Vincentown	2	Vineland	2
Washington	1	Wenonah	2	Westfield	3
West Milford	1	Westwood	3	Whippany	3
Wildwood	2	Williamstown	2	Woodbridge	3
Woodbury	2	Woodstown	2	Wyckoff	2

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**SECTION 11 MISCELLANEOUS SERVICES****11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:**

**Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)****11.1 Carrier Presubscription, (Continued)****11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

**11.1.5 Presubscription Charges**

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port \$1.49  
Additional Line, Trunk or Port \$1.49

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**SECTION 12 RESERVED FOR FUTURE USE**

**12.1 [Reserved for Future Use]**

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**SECTION 13 RESERVED FOR FUTURE USE**

**13.1 [Reserved for Future Use]**

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**SECTION 14 RESERVED FOR FUTURE USE**

**14.1 [Reserved for Future Use]**



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**SECTION 15 PROMOTIONAL OFFERINGS / CONTRACTS & ICB****15.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

**15.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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**SECTION 16 LIFELINE PROGRAM****16.1 General**

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline support of nine dollars and twenty-five cents (\$9.25) is available for each Lifeline service and is passed through to the subscriber. The amount of credit will not exceed the charge for local service, which includes the line, the Subscriber Line Charge and local usage. The amount of credit will be used to reduce the cost of any generally available residential service plan or package offered by the Company that is eligible for Lifeline.

**16.2 Regulations**

- (A) General
  - (1) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
  - (2) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
  - (3) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
  - (4) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

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**SECTION 16- LIFELINE PROGRAM****16.2 Regulations (cont'd)****(A) General (cont'd)**

- (5) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (6) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
- (7) At no time shall a customer's Lifeline rate go below zero.
- (8) De-enrollment: If the Company has a reasonable basis to believe that a Lifeline subscriber no longer meets the criteria to be considered a qualifying low-income consumer, the Company shall notify the subscriber of impending termination of their Lifeline Service. Such notice shall be sent under separate cover from any monthly invoice. If the Lifeline subscriber does not demonstrate within 30 days their continued eligibility will no longer receive the Lifeline low income credit.
- (9) De-enrollment for duplicative support: If the Company receives a notification from USAC that the Lifeline Subscriber is receiving Lifeline Service from another eligible telecommunications carrier, or that more than one member of a subscriber's household is receiving Lifeline service and therefore that the subscriber should be de-enrolled from participation in the Company's Lifeline program, the Company shall de-enroll the subscriber from participation in the Company's Lifeline program within five business days
- (10) De-enrollment for non-usage: If a Lifeline subscriber fails to use, as "usage" is defined in 47 C.F.R. § 54.407(c)(2), for 60 consecutive days their Lifeline service, and such Lifeline service does not require the Company to assess or collect a monthly fee from the subscriber, the Company will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage. If the subscriber uses the Lifeline service within 30 days of the carrier providing such notice, the Company will not terminate the subscriber's Lifeline service.

**SECTION 16- LIFELINE PROGRAM****16.2 Regulations (cont'd)****(A) General (cont'd)**

- (11) De-enrollment for failure to re-certify: The Company will de-enroll a Lifeline subscriber who does not respond to the Company's attempts to obtain re-certification of the subscriber's continued eligibility as required by 47 C.F.R. § 54.410(f); who fails to provide the annual one-per- household re-certifications as required by 47 C.F.R. § 54.410(f); or who relies on a temporary address and fails to respond to the carrier's address re-certification attempts pursuant to 47 C.F.R. § 54.410(g). Prior to de- enrolling a subscriber under this paragraph, the Company will notify the subscriber in writing separate from the subscriber's monthly bill, using clear, easily understood language, that failure to respond to the re-certification request within 30 days of the date of the request will trigger de-enrollment. If a subscriber does not respond to the Company's notice of impending de-enrollment, the Company will de-enroll the subscriber from Lifeline within five business days after the expiration of the subscriber's time to respond to the re-certification efforts.

**16.3 Eligibility**

- (A) Customers are eligible if they participate in at least one of the following programs: Medicaid; Food Stamps; Supplemental Security Income; Federal Public Housing Assistance (Section 8); Low-Income Home Energy Assistance Program (HEAP); National School Lunch Program's free lunch program; or Temporary Assistance for Needy Families. Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the New Jersey Board of Public Utilities for Lifeline eligibility certification.
- (B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

**16.4 Certification**

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the New Jersey Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

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**SECTION 16- LIFELINE PROGRAM****16.4 Certification (cont'd)**

- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan. The Company will conduct such audits as often as required under Federal and State Law.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

**16.5 General**

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (D) The total Lifeline credit consists of one federal credit of \$9.25 per Lifeline Service.