

TITLE SHEET

NEW YORK INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

ARMSTRONG TELECOMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications services provided by Armstrong Telecommunications, Inc. ("ATI"), with principal offices at One Armstrong Place, Butler, Pennsylvania 16001. This tariff applies for services furnished within the State of New York. This tariff is on file with the New York Public Service Commission, and copies may be inspected, during normal business hours, at ATI's principal place of business.

Issued: July 17, 2002

Effective: October 17, 2002

Dru A. Sedwick, Secretary
Armstrong Telecommunications, Inc.
One Armstrong Place
Butler, Pennsylvania 16001

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

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Dru A. Sedwick, Secretary
Armstrong Telecommunications, Inc.
One Armstrong Place
Butler, Pennsylvania 16001

TABLE OF CONTENTS

Sheet

Title Sheet..... 1

Concurring, Connecting, or Other
Participating Carriers and Billing Agents..... 2

Table of Contents..... 3

Tariff Format..... 4

Explanation of Symbols..... 5

Section 1 - Technical Terms and Abbreviations..... 6

Section 2 - Rules and Regulations..... 8

 2.1 Undertaking of the Company..... 8

 2.2 Use of Services..... 9

 2.3 Liability of the Company..... 10

 2.4 Responsibilities of the Customer..... 12

 2.5 Cancellation or Interruption of Service..... 14

 2.6 Credit Allowance..... 16

 2.7 Restoration of Service..... 17

 2.8 Deposit..... 17

 2.9 Advance Payments..... 17

 2.10 Payment and Billing..... 18

 2.11 Collection Costs..... 19

 2.12 Taxes..... 19

 2.13 Late Charge..... 20

 2.14 Returned Check Charge..... 20

 2.15 Reconnection Charge..... 20

 2.16 Location of Service..... 20

 2.17 Automatic Number Identification (ANI)..... 21

 2.18 Schools and Libraries Discount Program..... 22

 2.19 Telephone Surcharges..... 25

Section 3 - Description of Service..... 26

 3.1 Computation of Charges..... 26

 3.2 Customer Complaints and/or Billing Disputes..... 27

 3.3 Billing Entity Conditions..... 28

 3.4 Service Offerings..... 29

Section 4 - Rates..... 33

 4.1 Minimum and Maximum Rates..... 33

 4.2 Armstrong Base Rate (Intralata Only or Interlata Only).. 34

 4.3 Armstrong Total Advantage (Intralata and Interlata Only) 34

 4.4 800 Service..... 34

 4.5 Calling Card Service..... 35

 4.6 Prepaid Calling Card Service..... 35

 4.7 Directory Assistance Charges..... 36

 4.8 Dial-Around Compensation Surcharge for Payphones..... 36

 4.9 Personal Access Code..... 37

 4.10 Armstrong Advantage Calling Plans..... 37 (N)

 4.11 Armstrong DSL Advantage Plan..... 38 (N)

Attachment Page 1..... Page 1

Attachment Page 2..... Page 2

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To Signify Changed Regulation

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved from Another Tariff Location

N - New

R - Change Resulting In A Reduction to A Customer's Bill

T -Change in Text or Regulation But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to ATI's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable ATI to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the New York Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of ATI or purchases an ATI Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or ATI - Used throughout this tariff to mean Armstrong Telecommunications, Inc., a Pennsylvania corporation.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of New York.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by ATI for telecommunications between points within the State of New York. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in New York.

- 2.1.1 The services provided by ATI are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1 Undertaking of the Company (Cont'd)

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by ATI and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of ATI.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 ATI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of ATI's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of ATI's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 ATI's services are available for use twenty-four hours per day, seven days per week.

2.2 Use of Services (Cont'd)

- 2.2.5 ATI does not transmit messages, but the services may be used for that purpose.
- 2.2.6 ATI's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3 Liability of the Company (Cont'd)

- 2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by ATI on the Customer's behalf.
- 2.4.3 If required for the provision of ATI's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to ATI.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to ATI and the Customer when required for ATI personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of ATI's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of ATI's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4 Responsibilities of the Customer (Cont'd)

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with ATI's facilities or services, that the signals emitted into ATI's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, ATI will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent-harm to ATI equipment, personnel or the quality of service to other Customers, ATI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, ATI may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay ATI for replacement or repair of damage to the equipment or facilities of ATI caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any ATI equipment installed at Customer's premises.
- 2.4.9 If ATI installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Service

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, ATI may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due ATI for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over ATI's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting ATI from furnishing its services.
- 2.5.2 Without incurring liability, ATI may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and ATI's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5 Cancellation or Interruption of Service (Cont'd)

2.5.3 Service may be discontinued by ATI without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when ATI deems it necessary to take such action to prevent unlawful use of its service. ATI will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

2.6 Credit Allowance (Cont'd)

2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company reserves the right to examine the credit record of all service applicants and may require a deposit when determined to be necessary to assure future payment.

2.9 Advance Payments

ATI reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Except as specified in Section 2.13 below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the customer, as well as to all persons using the customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the customer. Recurring charges, deposits, and nonrecurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.10 Payment and Billing (Cont'd)

2.10.4 In the case of the State of New York and its agencies, the City University of New York, the Facilities Development Corporation, and the State University Construction Fund, payment shall be due within forty-five days after receipt of a bill from the Company. In the event payment is not received by such date, interest may be applied to the amount due beginning on the day after the required payment date and ending in the date payment is actually received.

2.10.5 The rate of interest charged pursuant to Section 2.10.1 above shall be equal to the rate set by the state tax commission for corporate taxes pursuant to Section 1096(e)(1) of the tax law in effect on the date the interest payment is made.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

In addition to all recurring, non-recurring, minimum, usage, or special charges, customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, gross earnings, and gross revenue taxes. All such taxes shall be separately shown and charged on bills rendered by Company.

2.12 Taxes (Cont'd)

The State gross revenue and gross earnings surcharge shall be applied to all charges for recurring, nonrecurring, minimum, usage, or special charges.

The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals of such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

Sales, use, and excise taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The returned check charge is \$25.00.

2.15 Reconnection Charge

A reconnection fee of \$15.00 per line per occurrence will be charged when service is re-established for Customers which have been disconnected due to nonpayment.

2.16 Location of Service

The Company will provide service to Customers and their end users within the State of New York.

2.17 Automatic Number Identification Terms and Conditions

A telephone corporation may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

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

2.18 Schools and Libraries Discount Program**2.18.1 General**

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

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

2.18 Schools and Libraries Discount Program (Cont'd)

2.18.2 Regulations

2.18.2.A Obligation of eligible schools and libraries

2.18.2.A.1 Requests for service

Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

Schools and libraries and consortia shall submit requests for services to the Schools and Libraries corporation, as designated by the FCC, and follow established procedures.

Services requested will be used for educational purposes.

Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2.18.2.B Obligations of the Company

The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.

2.18 Schools and Libraries Discount Program (Cont'd)

The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

2.18.3 Discounted Rates for Schools and Libraries

2.18.3.A Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

2.18.3.B The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

2.19 Telephone Surcharges

2.19.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and/or taxes apply to the customer's monthly bill statement. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rates charged will be the statutory rates.

2.19.2 Rates

The rates charged will be the statutory rates.

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All 1+ and 800/888 calls are measured in six second increments, with a thirty (30) second minimum per call. All Calling Card and Prepaid Calling Card calls are measured in one minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. ATI will not bill for uncompleted calls.

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3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to the Company at:

One Armstrong Place
Butler, Pennsylvania 16001
(724) 283-0925

Any objection to billed charges should be reported promptly to ATI. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by ATI, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent ATI 800 Service charges, the ATI Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Billing Entity Conditions

When billing functions on behalf of ATI or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. ATI's name and toll-free telephone number will appear on the Customer's bill.

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Butler, Pennsylvania 16001

3.4 Service Offerings**3.4.1 1+ Dialing**

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 10 digits" for intraLATA calls.

3.4.2 800 Service

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

3.4.3 Calling Card Service

Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of New York through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.

3.4 Service Offerings (Cont'd)**3.4.4 Prepaid Calling Card Service**

Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls within the United States through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.

Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth in Section 4 herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.

Prepaid Calling Card Service can be accessed through a touchtone telephone only.

Prepaid calling cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.

3.4 Service Offerings (Cont'd)

3.4.4 Prepaid Calling Card Service (Cont'd)

Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.

The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.

Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

3.4 Service Offerings (Cont'd)

3.4.5 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.4.6 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

3.4.9 Personal Access Code

This feature provides for tracking of long distance charges by access codes. A numerical code enables identification of individual users or groups of users on an account and to allocate costs of service accordingly. Access codes are verified against a predefined list of codes. The monthly rate for this feature is for each access line.

(N)
|
(N)

SECTION 4 - RATES**4.1 Minimum and Maximum Rates**

This tariff contains minimum and maximum rates pursuant to the New York State Public Service Commission's flexible pricing plan. Rates and service changes may be effective on one days notice to affected customers and to the Commission. Customers will have until the conclusion of the billing cycle for which the change in rate was effective to terminate service or decline to accept service at the new rate. If the customer so terminates service, recurring rate elements will be billed at the old rate for the remainder of the billing cycle in which the change is made. If the customer does not terminate service, rates for non-recurring elements will change as of the date specified by the Company. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date specified by the Company. Acceptance of service beyond the billing cycle in which the change occurred shall be deemed full acceptance by the customer of the new rate.

Issued: July 17, 2002

Effective: October 17, 2002

Dru A. Sedwick, Secretary
Armstrong Telecommunications, Inc.
One Armstrong Place
Butler, Pennsylvania 16001

4.2 Armstrong Base Rate (Intralata Only or Interlata Only)

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of New York are as follows:

	<u>Minimum</u>	<u>Maximum</u>
Per Minute (Monday - Sunday, All Day)	\$0.04	\$ 0.15
Monthly Rate	\$0.00	\$10.00

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Interlata service only. Customers who are presubscribed to both Armstrong Telecommunications Inc. Intralata and Interlata service will not be permitted to subscribe to this service.

4.3 Armstrong Total Advantage (Intralata and Interlata Only)

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of New York are as follows:

<u>Minutes of Use</u>	<u>Per Minute Rate</u>		<u>Monthly Rate</u>	
	<u>(Monday - Sunday, All Day)</u>		<u>Minimum</u>	<u>Maximum</u>
	<u>Minimum</u>	<u>Maximum</u>		
0 - 250	\$0.04	\$0.15	\$0.00	\$8.00
251 - 500	5% Discount Off Rate		\$0.00	\$8.00
501 - Over	10% Discount Off Rate		\$0.00	\$8.00

Direct dialed 1+ and 1-800 calls are included in the minutes of use. (N)
 (N)

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. for both Intralata and Interlata service. Customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Armstrong Telecommunications, Inc. Interlata service only will not be permitted to subscribe to this service.

4.4 800 Service

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received.

	<u>Minimum</u>	<u>Maximum</u>
One-Time Charge For Establishing Service	\$ 0.00	\$35.00
Monthly Recurring Subscription Charge	\$ 0.00	\$15.00
Per-Minute Usage Charges		
Per Minute (Monday-Sunday, All Day)	\$ 0.04	\$ 0.30

4.5 Calling Card Service

Rates for calling card service for all points in the State of New York. The rates are as follows:

	<u>Minimum</u>	<u>Maximum</u>
Per Minute (Monday-Sunday, All Day)	\$ 0.04	\$ 0.30

4.6 Prepaid Calling Card Service

The Debit Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Debit Card, as shown.

Debit Card Values	Per Unit Rate	
	<u>Min</u>	<u>Max</u>
\$ 5.00	\$0.06	\$0.35
\$10.00	\$0.05	\$0.35
\$20.00	\$0.04	\$0.30
\$25.00	\$0.04	\$0.30

4.7 Directory Assistance Charges

A charge per number will be:

<u>Minimum</u>	<u>Maximum</u>
\$0.10	\$5.00

In no event shall such charges exceed those charged by AT&T and New York Telephone.

4.8 Dial-Around Compensation Surcharge for Payphones

(N)

4.8.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- Calling Card service
- Collect calls
- Third party billed
- Directory Assistance calls
- Pre-paid card service

4.8.2 The Surcharge does not apply to:

- Calls paid for by inserting coins
- Calls placed from stations other than public/semi-public payphones
- Calls placed to the New York Telecommunications Relay Service for the hearing impaired
- Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.8.3 The Dial Around Compensation Surcharge rate is:

<u>Minimum</u>	<u>Maximum</u>
\$0.10	\$3.00

(N)

4.9 Personal Access Code

Rates for Personal Access Code Service for residential and business customers for all points within the State of New York. The rates are as follows:

4.9.1 One Time Charge for Establishing Service

	<u>Minimum</u>	<u>Maximum</u>
Per Account	\$0.00	\$35.00

4.9.2 Monthly Recurring Charge

Residential, Per Line	\$0.00	\$10.00
Business, Per Line	\$0.00	\$15.00

4.10 Armstrong Advantage Calling Plans

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of New York. The rates are as follows:

4.10.1 Advantage 250

Minutes of Use	<u>Per Minute Rate</u>		<u>Monthly Rate</u>	
	<u>(Monday - Sunday, All Day)</u>		<u>Min.</u>	<u>Max.</u>
	<u>Minimum</u>	<u>Maximum</u>		
250	\$0.00	\$0.20	\$0.00	\$50.00
251 - Over	\$0.00	\$0.20	-	-

4.10.2 Advantage 500

Minutes of Use	<u>Per Minute Rate</u>		<u>Monthly Rate</u>	
	<u>(Monday - Sunday, All Day)</u>		<u>Min.</u>	<u>Max.</u>
	<u>Minimum</u>	<u>Maximum</u>		
500	\$0.00	\$0.20	\$0.00	\$90.00
501 - Over	\$0.00	\$0.20	-	-

(N)

(N)

4.11 Armstrong DSL Advantage Plan

(N)

Rates for Armstrong Total Advantage Plan and Armstrong DSL subscribers. Direct Dialed Intrastate Message Telecommunications Service for residential and business customers for all points in the State of New York. Direct dialed 1+ and 1-800 calls are included in the minutes of use.

<u>Minutes of Use</u>	<u>Per Minute Rate</u> <u>(Monday - Sunday, All Day)</u>		<u>Monthly Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Min.</u>	<u>Max.</u>
0 - 100	\$0.00	\$0.20	\$0.00	\$50.00
101 - 250	\$0.00	\$0.20	\$0.00	\$50.00
251 - 500	0% Discount Off \$0.00	50% Discount Off \$0.20	\$0.00	\$50.00
501 - Over	0% Discount Off \$0.00	50% Discount Off \$0.20	\$0.00	\$50.00

(N)

Rate

Armstrong Base Rate (Intralata Only or Interlata Only)

Per Minute (Monday - Sunday, All Day) \$0.12
 Monthly Rate \$1.95

Armstrong Total Advantage (Intralata and Interlata Only)

<u>Minutes of Use</u>	<u>Per Minute Rate</u> (Monday - Sunday, All Day)	<u>Monthly Rate</u>
0 - 250	\$0.10	\$0.00
251 - 500	5% Discount Off \$0.10	\$0.00
501 - Over	10% Discount Off \$0.10	\$0.00

800 Service

Rate

One-Time Charge For Establishing Service \$ 5.00
 Monthly Recurring Subscription Charge \$ 2.00
 Per-Minute Usage Charges
 Per Minute (Monday-Sunday, All Day) \$ 0.12 (I)

Calling Card Service

Rate

Per Minute (Monday-Sunday, All Day) \$ 0.30

Prepaid Calling Card Service

Debit Card Values	Per Unit Rate	Number of Units
\$ 5.00	\$0.25	20
\$10.00	\$0.25	40
\$20.00	\$0.20	100
\$25.00	\$0.20	125

Directory Assistance Charges

Rate

Charge per number \$ 1.35

Dial-Around Compensation Surcharge for Payphones

	<u>Rate</u>
Charge per call	\$0.30

Personal Access Code

	<u>Rate</u>
One Time Charge for Establishing Service	
Per Account	\$5.00
Monthly Recurring Charge	
Residential, Per Line	\$1.00
Business, Per Line	\$2.00

(N)
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(N)

Armstrong Advantage Calling Plans

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of New York. The rates are as follows:

Advantage 250

Minutes of Use	<u>Per Minute Rate</u> (Monday - Sunday, All Day)	<u>Monthly Rate</u>
250	-	\$19.95
251 - Over	\$0.09	-

Advantage 500

Minutes of Use	<u>Per Minute Rate</u> (Monday - Sunday, All Day)	<u>Monthly Rate</u>
500	-	\$36.95
501 - Over	\$0.085	-

Armstrong DSL Advantage Plan

Rates for Armstrong Total Advantage Plan and Armstrong DSL subscribers. Direct Dialed Intrastate Message Telecommunications Service for residential and business customers for all points in the State of New York. Direct dialed 1+ and 1-800 calls are included in the minutes of use.

<u>Minutes of Use</u>	<u>Per Minute Rate</u> (Monday - Sunday, All Day)	<u>Monthly Rate</u>
0 - 100	\$0.00	\$0.00
101 - 250	\$0.10	\$0.00
251 - 500	5% Discount Off \$0.10	\$0.00
501 - Over	10% Discount Off \$0.10	\$0.00

(N)

(N)