

TVC Albany, Inc. d/b/a FirstLight Fiber

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF CONNECTICUT

Applicable in Connecticut

Date of Issue: February 2, 2016

Date Effective: April 20, 2016

ISSUED BY: Jill Sandford, Senior Vice President and General Counsel
TVC Albany, Inc. d/b/a FirstLight Fiber
41 State Street
Albany, New York 12207

CHECK SHEET

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

PAGE	NUMBER OF REVISION (Except as indicated)	PAGE	NUMBER OF REVISION (Except as indicated)
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TABLE OF CONTENTS

EXPLANATION OF NOTES 4

DEFINITION OF TERMS..... 5

SECTION 1 – APPLICATION OF TARIFF..... 6

SECTION 2 – GENERAL RULES AND REGULATIONS..... 7

 Section 2.1 Use of facilities 7

 Section 2.2 Minimum period of service 11

 Section 2.3 Reserved 11

 Section 2.4 Payment for services rendered 11

 Section 2.5 Installation of services 14

 Section 2.6 Access to Customer’s premises..... 14

 Section 2.7 State taxes and surcharges 14

 Section 2.8 Reserved 14

 Section 2.9 Suspension or termination of service..... 15

 Section 2.10 Reserved..... 16

 Section 2.11 Reserved..... 16

 Section 2.12 Reserved..... 16

 Section 2.13 Reserved..... 16

 Section 2.14 Limitations on service 17

 Section 2.15 Provision of bills 17

 Section 2.16 Reserved..... 17

 Section 2.17 Reserved..... 17

 Section 2.18 Cancellation of application for service 17

SECTION 3 – SERVICES..... 18

SECTION 4 – RESERVED 19

SECTION 5 – RATES..... 18

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TVC Albany Inc dba FirstLight Fiber

PURA Tariff No. 1 – Telephone

Original Table of Contents

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EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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DEFINITION OF TERMS

“Company” shall mean TVC Albany, Inc. d/b/a FirstLight Fiber

“Customer” shall mean the person, firm, corporation, or other entity which orders services pursuant to this Tariff and utilizes the services provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariffs.

“FirstLight” shall mean TVC Albany, Inc. b/b/a FirstLight Fiber

Section 1 – APPLICATION OF TARIFF

1.1. Application of Tariff

This Tariff sets forth the regulations and rates applicable to intrastate services provided by TVC Albany dba FirstLight Fiber (also, herein, referred to as “FirstLight” or “Company”), as follows:

The furnishing of intrastate communications services by transmission in one or more geographic areas (A) between or among points specified by the user, (B) of information of the user’s choosing, (C) without change in the form or content of the information as sent and received, (D) by means of electromagnetic transmission, including but not limited to, fiber optics, microwave and satellite, (E) with or without benefit of any closed transmission medium, and (F) including all instrumentalities, facilities, apparatus and services, except Customer premises equipment, which are used for the collection, storage, forwarding, switching and delivery of such information and are essential to the transmission. the State of Connecticut.

1.1.1. Service Territory

The Company will provide service in all areas of Connecticut where it has deployed facilities

1.1.2. Availability

Service is available where facilities permit.

Section 2 – GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

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

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

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

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered by the Company, at any location, until the indebtedness is satisfied.

The Company's rates under this tariff are established to recover its underlying costs.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

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

b. Customer-Provided Equipment

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

c. Use of Facilities of Other Companies

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

d. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting Carriers, the services and facilities furnished by the Carrier and connecting Carriers are subject to the terms, conditions and limitations set forth herein.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

e. EXCLUSIVITY OF ALLOWANCE IN ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

No liability of any nature whatsoever, including but not limited to any form of special, punitive or consequential damages, or lost profits or revenues whether or not in the contemplation of the parties, shall attach to the Company for damages arising from failures, errors, mistakes, omissions, interruptions, delays or defects in transmission of the Carrier, or supplier in the course of establishing, provisioning, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities and any listings, or failure or inaccuracy in listings, in directories or directory data bases) in the absence of gross negligence or willful misconduct.

f. The Company is not liable under any circumstances for:

Any act or omission of any connecting or underlying carrier or supplier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Company or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer, or for any act or omission of any governmental or public service agency to which emergency calls are placed.

g. Mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond Company control.

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

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use of Service

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

The Customer obtains no property right or interest in any specific type of facility, service, equipment, process, or code. All right, title, and interest in such items remain, at all times, solely with the Company.

2.1.4 Use and Ownership of Equipment

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

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE

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

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

2.3 RESERVED

2.4 PAYMENT FOR SERVICES RENDERED

2.4.1 Responsibility for All Charges

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

2.4.2 RESERVED

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.3 Payment of Charges

- a. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable by U.S. Mail to the Company's designated payment address or by electronic funds on the Company's designated electronic bill web page. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the applicable late payment rate for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.
- b. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.
- c. The company may bill for any previously rendered service within the contract statute of limitations set forth in the Civil Practice Law and Rules.

2.4.4 Return Check Charge

When a check or electronic fund which has been presented to the Company by a Customer is payment for charges is returned or rejected by the bank, the Customer shall be responsible for the payment of a Returned Check Charge not to exceed the amount set out in Section 5 – Rates.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICES RENDERED (cont'd)

2.4.5 Late Payment Charges

- a. Customer bills service are due on the date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge not to exceed the rate set out in Section 5 - Rates, compounded monthly, will be applied to all amounts previously billed under this Tariff, excluding current charges, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts, unless the Customer is deemed to owe the disputed amounts to the Company. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.4.6 Customer Overpayments

- a. The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued a credit for the overpayment, plus interest, on the next scheduled Company invoice, or, if requested in writing by the Customer, a check for the amount will be provided. The rate of interest shall be the Company's applicable Late Payment Charge.
- b. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.5 INSTALLATION OF SERVICE

No penalty or liability of any nature shall be imposed on the Company for any failure, regardless of cause or fault, to timely meet any appointment.

2.6 ACCESS TO CUSTOMER'S PREMISES

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

2.7 STATE TAXES AND SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to the Customer shall be charged to and payable by Customer.

The Company shall, annually or as changes occur, publish a list of then-current rates of all applicable taxes, fees and surcharges.

2.7.2 Operations and Maintenance Surcharge

The Company shall apply, per Customer invoice, an Operations and Maintenance Surcharge of no more than the rate set out in Section 5 - Rates. Such charge may also be subject to applicable taxes.

2.8 RESERVED

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered is not paid, the Company may suspend or terminate service until all unpaid amounts due have been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge at the rate set out in Section 5 – Rates, in addition to any payments due upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.

2.9.2 RESERVED

2.9.3 RESERVED

2.9.4 Termination for Cause Other Than Nonpayment

- a. General

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

1. In the event of prohibited, unlawful or improper use of the facilities or service, any violation of any provision of this tariff or any Customer contract; any other violation by the Customer of the rules and regulations governing the facilities and service furnished or any relevant provision of law, or
2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer, when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination for Cause Other Than Nonpayment (cont'd)

a. General (cont'd)

3. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

4. In the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

b. RESERVED

c. RESERVED

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

Any change in the company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer without charge may require termination of a Customer's service.

2.10 RESERVED

2.11 RESERVED

2.12 RESERVED

2.13 RESERVED

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.14 LIMITATIONS ON SERVICE

Service is offered by the Company subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by the Company, connecting carriers, and underlying carriers.

2.15 PROVISION OF BILLS

Customers shall receive a single copy of invoices or billing statements following conclusion of the billing cycle. Customer invoices, payment options, account history and account information is available on the Company's web portal.

The Company may make a charge at the rate set out in Section 5- Rates for paper invoices after the initial customer invoice.

2.15.1 ELECTRONIC INVOICE

Upon provision of a valid electronic email address Customers shall receive emailed notices that their invoice is available on the Company's web portal. Customer is responsible for ensuring that the Company has a valid email address for the Customer at all times. Customers may opt out of electronic notices by making a request to the Company in writing. Designation of Customer's invoice preference may be made on the Company's web portal, subject to the terms and conditions set forth on the portal.

2.16 RESERVED

2.17 RESERVED

2.18 CANCELLATION OF APPLICATION FOR SERVICE

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction or special design or engineering work, no charge applies.

Where special construction has been started prior to cancellation, a charge equal to costs incurred in the special construction applies. Installation or special construction for an applicant is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.

Section 3 – SERVICES

3.1 ICB Services

Services provided under contract and/or pursuant to this Tariff will be developed and priced on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive offering. The rates, terms and conditions for such individual-case-basis (ICB) offerings will be submitted to the Customer in writing and on a non-discriminatory basis.

Section 4 – RESERVED

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Section 5 – RATES

5.1 Charges set out in Section 2.

<u>Applicable Tariff Section</u>	<u>Rate Not to Exceed</u>
2.4.4 Return Check Charge	\$ 50.00
2.4.5 Late Payment Charge Rate	1.5%
2.7.2 Operations and Maintenance Surcharge	\$ 2.65
2.9.1 Suspension or Termination for Nonpayment Reconnection Charge	\$ 150.00
2.15 Provision of Bills Charge for Paper Invoice	\$ 1.65

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