

NY. P.S.C. Tariff No. 1 - Telephone
Crown Castle Fiber LLC
Effective Date: November 1, 2018

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Crown Castle Fiber LLC

Tariff Schedule Applicable to
Facilities-Based and Resold Intrastate Telecommunications within
the state of New York

This Tariff supersedes and replaces in its entirety any previous tariff filed by Crown Castle Fiber LLC (f/k/a Lightower Fiber Networks II, LLC), including Sidera Networks, LLC's PSC No. 1, RCN New York Communications, LLC d/b/a Sidera Networks f/k/a RCN New York Communications, LLC d/b/a RCN Metro Optical Networks f/k/a RCN New York Communications, LLC f/k/a Con Edison Communications, LLC PSC No. 1 with the New York State Public Service Commission.

This tariff will be maintained and made available for inspection at the Company's business office located at 2000 Corporate Drive, Canonsburg, PA 15317.

Issued By: Fernanda H. Biehl, Regulatory Affairs – Fiber &
Michelle Salisbury, Sr. Paralegal – SCFS, Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317

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1 General

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

1.2.1

1.3 Definitions

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Michelle Salisbury, Sr. Paralegal – SCFS, Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317



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- 2.2.2 With respect to any Product, Network, equipment or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company-provided equipment and facilities is compatible with such Company's equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's Products (as detailed in this tariff) may be connected to the products or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariff or agreements which are applicable to such connections. The Company-provided equipment and facilities shall remain the sole and exclusive property of Company notwithstanding that it may be or become attached or affixed to real property, and nothing contained in this tariff, individually negotiated agreement, or Order Form, grants or conveys to Customer any right, title or interest in any Company-provided equipment and facilities.

2.2.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-provided facilities and equipment.

2.3 Liability of the Company

2.3.1 Because certain errors incident to the Products and to the use of Company's equipment and facilities are unavoidable, products and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified. Product Irregularities

2.3.1.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing Product or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the Product or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.1.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company

2.3.7.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF REVENUES OR PROFIT, LOSS OF GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR PRODUCTS, DOWNTIME COSTS OR ANY CLAIM FOR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3.7.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder, nor shall any credit or remedy be extended for any delay or failure to fulfill any obligation under this tariff, if such failure or delay is due to any cause or causes beyond the reasonable control of the to

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Fernanda H. Biehl, Regulatory Affairs – Fiber &
Michelle Salisbury, Sr. Paralegal – SCFS, Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317

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2.10 Overcharge/Undercharge

2.10.1 When



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service order to the Company requesting restoration of NS/EP services.

2.18.2.2 To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.18.2.1. above for restoration priority assignment except for the following differences. The user should:

2.18.2.2.1 Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.18.2.1.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

2.18.2.2.2 Verify that the Company cannot meet the service due date without a TSP assignment.

2.18.2.2.3 Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.18.3 Responsibilities of the End User.

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

2.18.3.1 Identify telecommunications services requiring priority

2.18.3.2 Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

2.18.3.3 Accept TSP services by the Service due dates.

2.18.3.4 Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

Fernanda H. Biehl, Regulatory Affairs ±Fiber &
Michelle Salisbury, Sr. Paralegal ±SCFS, Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317

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- 2.18.4.10 Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- 2.18.4.11 Disclose content of the NS/EP TSP database only as may be required by law.
- 2.18.4.12 Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.18.5 Preemption

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

2.18.2.1 Critical Facilities Administration

2.19.1 Program Overview

- 2.19.1.1 Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

2.19.1.2 Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.19.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

2.19.2.1 Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."

2.19.2.2 Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

2.19.3 Carrier Obligations

Facilities-

Fernanda H. Biehl, Regulatory Affairs ±Fiber &
Michelle Salisbury, Sr. Paralegal ±SCFS, Crown Castle Fiber LLC
2000 Corporate Drive

Fernanda H. Biehl, Regulatory Affairs ±Fiber &
Michelle Salisbury, Sr. Paralegal ±SCFS, Crown Castle Fiber LLC

~~2.20.32. Discounted Rates for Schools and Libraries~~

- 2.20.3.1 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.
- 2.20.3.2 The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

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in the FCC Rules.

- 2.21.2.2 Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- 2.21.2.3 Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- 2.21.2.4 Responsibility of Eligible Health Care Providers
 - 2.21.2.4.1 Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2.21.2.4.2 Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 2.21.2.4.3 Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

3 Rates and Charges

3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction ~~D Q G U H F X U U L Q J F K D U J H Products are established rates~~ rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and Products, the costs of construction and operation, the volume of traffic, the length of Product commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Order Forms. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent Product in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non- discriminatory access to ~~U H T X H V W L Q J W Products and ICB~~

Fernanda H. Biehl, Regulatory Affairs ±Fiber &
Michelle Salisbury, Sr. Paralegal ±

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Fernanda H. Biehl, Regulatory Affairs ±Fiber &
Michelle Salisbury, Sr. Paralegal ±SCFS, Crown Castle Fiber LLC
2000 Corporate Drive

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table. ET Q q 359.83 712.92 196.46 39.72 re W* n BT /F1 11.04 [()] TJ ET Q C

4.2.1.1.F The Customer is responsible for all internal wiring past th9()-5 W* n085

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The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the subscriber.

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Michelle Salisbury, Sr. Paralegal - SCFS, Crown Castle Fiber LLC
2000 Corporate Drive
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| Product | Bandwidth (Mbps) | MRC Range (12-60 Month Term) |
|------------------------------|------------------|------------------------------|
| Ethernet On-Net ELAN Per EVC | 90 | ICB |
| Ethernet On-Net ELAN Per EVC | 100 | ICB |
| Ethernet On-Net ELAN Per EVC | 150 | ICB |
| Ethernet On-Net ELAN Per EVC | 200 | ICB |
| Ethernet On-Net ELAN Per EVC | 300 | ICB |
| Ethernet On-Net ELAN Per EVC | 400 | ICB |
| Ethernet On-Net ELAN Per EVC | 500 | ICB |
| Ethernet On-Net ELAN Per EVC | 600 | ICB |
| Ethernet On-Net ELAN Per EVC | 700 | ICB |
| Ethernet On-Net ELAN Per EVC | 800 | ICB |
| Ethernet On-Net ELAN Per EVC | 900 | ICB 08 04800 |
| Ethernet On-Net ELAN Per EVC | 1000 | ICB |
| Ethernet On-Net ELAN Per EVC | >1001 | |

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