

CASE 15-M-0742

JOINT PROPOSAL FOR THE PHASE DOWN AND FINAL TERM OF THE STATE UNIVERSAL SERVICE FUND

This Joint Proposal is submitted to the New York State Public Service Commission (the “Commission”) as a recommended resolution of material issues in dispute in Case 15-M-0742 (the “Proceeding”). The parties, having engaged in extensive negotiations and collaborative discussions, submit this Joint Proposal for Commission consideration. This Joint Proposal is made as of the last date set forth in the signature pages in Appendix B, by and between the parties listed in Appendix A (collectively, the “Signatory Parties,” and each individually, a “Signatory Party”).

RECITALS

(a) These Recitals explain the background of this Joint Proposal and the context in which it was negotiated. They are not themselves operative provisions of the Joint Proposal, but are included only for any assistance they may provide in interpreting and applying those operative provisions.

(b) The Signatory Parties were active participants in the effort to reach this Joint Proposal for Commission consideration.

(c) The Signatory Parties recommend to the Commission an agreed-to resolution of the issues surrounding the phase down and discontinuation of the State Universal Service Fund (“SUSF” or “Fund”) in lieu of litigating the issues raised by Chazy and Westport Telephone Corporation, Newport Telephone Company, Inc., Oneida County Rural Telephone Company, and Pattersonville Telephone Company (collectively the “Joint RLECs”), as well as Crown Point Telephone Corporation and Nicholville Telco, LLC (together with the Joint RLECs, the “Petitioners”) in their respective August 29, 2025 Petitions to Continue the State Universal Service Fund (the “2025 Petitions”).

(d) On January 15, 2026, Verizon New York, Inc., on behalf of itself, the Petitioners, and Charter Communications Operating, LLC, filed a Notice of Impending Settlement Discussions pursuant to Rule 3.9 of the Commission’s Rules and Regulations (16 NYCRR § 3.9). Settlement discussions, which included representatives of Verizon, Charter, the Petitioners, as well as representatives of the New York State Department of Public Service, the Utility Intervention Unit of the Division of Consumer Protection, Department of State, and the Public Utility Law Project of New York, Inc., were held on February 3, 2026; February 25, 2026; March 18, 2026; April 10, 2026; April 24, 2026; April 29, 2026; and May 15, 2026. Extensive electronic communications were exchanged by these parties in furtherance of the settlement negotiations, including the drafting, editing, and development of the terms and conditions of this Joint Proposal.

(e) In the Proceeding, the Commission is considering whether the SUSF established by the Commission in its August 17, 2012 Order in Case 09-M-0527, and extended by orders issued in Case 15-M-0742 on September 16, 2016; December 23, 2020; and December 15, 2022; should be renewed beyond December 31, 2026 to provide financial support to certain telephone corporations in New York State, and if so on what terms and conditions.

(f) The Signatory Parties have a wide range of interests and perspectives on the issues in the Proceeding, and would likely take different positions on those issues in any litigated proceeding.

(g) The Signatory Parties recognize that further activity in the Proceeding, including the preparation and filing of testimony, issue statements, and briefs, preparation and participation in an evidentiary hearing, and participation in possible proceedings for reconsideration, clarification, and judicial review following the issuance of the Commission's order addressing the issues in the Proceeding, would be burdensome, costly and time-consuming; that the final outcome would be uncertain; and that each of the Signatory Parties could well be dissatisfied with aspects of that outcome.

(h) In view of these uncertainties, costs and risks, the Signatory Parties developed this Joint Proposal, which represents a compromise of their varying positions. The Signatory Parties regard the final Joint Proposal as the joint work product of all the Signatory Parties, the terms of which are within the range of potential litigated outcomes in the Proceeding.

(i) This Joint Proposal is a compromise and reflects give-and-take among the Signatory Parties. It does not reflect any Signatory Party's view of the ideal resolution of all the issues raised in the Proceeding. Many, if not all, Signatory Parties would—absent approval of this Joint Proposal—support different outcomes for specific issues raised in the Proceeding and/or in subsequent proceedings for reconsideration or judicial review. Nevertheless, the Signatory Parties submit this Joint Proposal to the Commission for approval, and each Signatory Party requests that the Commission approve the Joint Proposal as a resolution of the issues raised in the Proceeding.

(j) This Joint Proposal represents a negotiated compromise and shall not be deemed an admission by any Signatory Party regarding any factual, legal, policy, ratemaking, regulatory, or other issue.

NOW, THEREFORE, THE SIGNATORY PARTIES JOINTLY PROPOSE THE FOLLOWING TERMS AND PROVISIONS:

I. Nature of the Joint Proposal

- A. **Entire Agreement.** This Joint Proposal contains the entire agreement of the Signatory Parties regarding the phase-down and discontinuation of the SUSF and supersedes and replaces any and all prior or contemporaneous written or oral agreements or understandings regarding such issues.
- B. **Effectiveness.** Except in connection with seeking Commission adoption of this Joint Proposal, the Signatory Parties intend that it will be of no force and effect, and they shall not cite it or rely on it in any proceeding, unless it is adopted without material change by a Commission order.
- C. **Covered Issues.** This Joint Proposal is intended only to resolve the issues raised in the Signatory Parties' petitions filed on August 29, 2025 and to address issues related to the phase-down and discontinuation of the Fund on and after January 1, 2027 ("Covered

Issues”), and only precludes the Signatory Parties from taking a position on Covered Issues that is inconsistent with the terms below.

II. Term and Funding Limits.

- A. **Phase-Down Period.** The Fund will remain in effect through December 31, 2030 (the “Phase-Down Period”) on the terms set forth below. The parties agree that the SUSF base amounts (defined below) will terminate on December 31, 2030.
- B. **Eligible Companies.** Chazy and Westport Telephone Corporation, Crown Point Telephone Corporation, Newport Telephone Company, Inc., Oneida County Rural Telephone Company, and Pattersonville Telephone Company (the “Eligible Companies”) will be eligible to participate in the Fund during the Phase-Down Period, subject to the terms and conditions set forth below. No other companies will be eligible to participate in the SUSF.
- C. **Base Amount.** For purposes of this Joint Proposal, the “base amount” shall be defined as the amount of authorized SUSF recovery based on previous Commission orders pertaining to each eligible Company’s rate-of-return. The parties recognize that the Inter-carrier Compensation Charge (“ICC”) is recovered through the SUSF pursuant to the Order Implementing Originating Access Charge Reform, issued October 3, 2014 in Case 09-M-0527, and further recognize that neither the 2025 Petitions, nor this Joint Proposal, address the ICC in any way. Therefore, this Joint Proposal does not recommend any changes to the treatment of the ICC pursuant to the Commission’s previous orders.
- D. **Funding Limits.** The maximum base amount that may be withdrawn from the Fund by each Eligible Company in each calendar year during the Phase-Down Period (the “Funding Limit”) shall be the percentages set forth below, multiplied by that Eligible Company’s base amount drawn from the Fund in calendar year 2026 as shown in Appendix C.

i.	2027:	100%
ii.	2028:	85%
iii.	2029:	70%
iv.	2030:	45%
v.	2031:	0%

No base amounts shall be available from the Fund for calendar year 2031 or any subsequent year.

- E. **No Post-2030 Base Amount Funding.** The payment of base amounts from the Fund shall expire not later than the end of the Phase-Down Period, and this Joint Proposal shall not be deemed to create any right to the establishment of a funding arrangement for base amounts covering any period past that date.

III. Administration of SUSF

Subject to the funding limits and other provisions set forth in Sections I and II, above, the Fund will be administered in accordance with the arrangements in effect during calendar year 2026.

APPENDIX A

SIGNATORY PARTY LIST

Charter Communications Operating, LLC
Chazy and Westport Telephone Corporation
Crown Point Telephone Corporation
New York State Department of Public Service
Newport Telephone Company, Inc.
Oneida County Rural Telephone Company
Pattersonville Telephone Company
Public Utility Law Project of New York, Inc.
Utility Intervention Unit of the Division of Consumer Protection, Department of State
Verizon New York, Inc.

APPENDIX B
SIGNATURE PAGES

SIGNATURE PAGE

Signature:

Ekin Senlet

Name:

Ekin Senlet

Title/Capacity:

Counsel for Charter / Barclay Damon LLP

On behalf of (name of party)

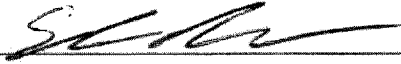
Charter Communications Operating LLC on behalf of Charter Fiberlink NY-CCO, LLC and Time Warner Cable® Information Services (New York), LLC d/b/a Time Warner Cable, and Time Warner Cable® Business, LLC

Date:

June 17, 2026

SIGNATURE PAGE

Signature:



Name:

Steve MacAuland

Title/Capacity:

President / CEO

On behalf of (name of party)

Chazy and Westport Telephone Corporation

Date:

6/18/2025

SIGNATURE PAGE

Signature:



Name:

Kevin P Lynch

Title/Capacity:

Officer

On behalf of (name of party)

Crown Point Telephone Corporation

Date:

June 19, 2026

SIGNATURE PAGE

Signature:

_____

Name:

_____Jessica Vigars_____

Title/Capacity:

_____Staff Counsel_____

On behalf of (name of party)

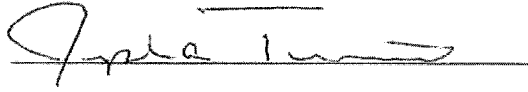
_____NYS Department of Public Service_____

Date:

_____6/22/26_____

SIGNATURE PAGE

Signature:

A handwritten signature in dark ink, appearing to read "Joe Tomaino", is written over a horizontal line.

Name:

Joseph A. Tomaino

Title/Capacity:

Executive Vice President

On behalf of (name of party)

Newport Telephone Company, Inc.

Date:

06/17/2026

SIGNATURE PAGE

Signature:

James P. McCoy

Name:

James P. McCoy

Title/Capacity:

President

On behalf of (name of party)

Onida County Rural Telephone Company

Date:

6/17/26

SIGNATURE PAGE

Signature:

Nicole Rodriguez

Name:

Nicole Rodriguez

Title/Capacity:

President

On behalf of (name of party)

Pattersonville Telephone Company

Date:

6/17/20

SIGNATURE PAGE

Signature:

A handwritten signature in black ink, appearing to be 'Ian Donaldson', written over a horizontal line.

Name:

Ian Donaldson

Title/Capacity:

Communications and Policy Manager

On behalf of (name of party)

Public Utility Law Project of NY ("PULP")

Date:

06/18/2026

SIGNATURE PAGE
SUSF Case 15-M-0742

Signature:

A handwritten signature in black ink, appearing to read "John Haff", written over a horizontal line.

Name:

John Haff

Title/Capacity:

Director

On behalf of (name of party)

Utility Intervention Unit

Date:

June 18, 2026

SIGNATURE PAGE

Signature:

Joseph A. Post

Name:

Joseph A. Post

Title/Capacity:

Associate General Counsel, State Regulatory Affairs

On behalf of (name of party)

Verizon New York Inc. and its regulated New York affiliates

Date:

June 16, 2026

APPENDIX C
BASE AMOUNTS DRAWN FROM THE FUND IN 2026

Eligible Company	2026 Base Amount
Chazy and Westport Telephone Corporation	\$232,399.00
Crown Point Telephone Corporation	\$236,068.00
Newport Telephone Company, Inc.	\$324,154.00
Oneida County Rural Telephone Company	\$240,863.00
Pattersonville Telephone Company	\$146,049.00