Public Service Commission of South Carolina
Tariff Summary Sheet as of February 17, 2015

Frontier Communications of the Carolinas, Inc.

Tariff Service: Facilities for Intrastate Access

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision	Date Filed	Effective Date	# of Pages
E2015-9	1/21/15	2/17/15	2
Summary: This filing reflects the Company name change from Frontier Communications of the Carolinas Inc. to Frontier Communications of the Carolinas LLC.			
E2014-100	5/30/14	7/1/14	2
Summary: Revise rates as required in the FCC's Nov. 18, 2011 Report and Order and Further Notice of Proposed Rulemaking in WC Docket Nos. 10-90, etc. (FCC 11-161).			
E2014-17	1/17/14	2/3/14	2
Summary: Remove two switched access rates from the exceptions list to reflect concurrence with the FCC rate structure.			
E2013-130	5/31/13	7/2/13	6
Summary: Revise language and rates as required in the FCC's Nov. 18, 2011 Report and Order and Further Notice of Proposed Rulemaking in WC Docket Nos. 10-90, etc. (FCC 11-161).			
E2012-182	6/1/12	7/3/12	4
Summary: Revise language and rates as required in the FCC's Nov. 18, 2011 Report and Order and Further Notice of Proposed Rulemaking in WC Docket Nos. 10-90, etc. (FCC 11-161).			
E2012-139	5/9/12	5/23/12	2
Summary: Add footnote to the Identification and Rating of VoIP-PSTN Traffic section of the tariff.			
E2011-392	12/19/11	1/1/12	5
Summary: Introduce a tariff section on Identification and Rating of VoIP-PSTN Traffic in accordance with the FCC's Order of November 18, 2011.			
E2011-248	8/31/11	10/1/11	3
Summary: The purpose of this filing is to update the Company name and to make changes to the Expedited Order Charge for access service.			

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Whenever in this Tariff the names Frontier Communications of the Carolinas Inc., New Communications of the Carolinas Inc. d/b/a Frontier, Verizon South Inc., Verizon South Inc. d/b/a/ Verizon South Carolina, Verizon South Inc. South Carolina, Contel of South Carolina, Inc. d/b/a GTE (South Carolina) or GTE South Incorporated South Carolina, Company appears, that reference shall be deemed to refer to Frontier Communications of the Carolinas LLC. (C) (C)

CONCURRING CARRIERS
No Concurring Carriers

CONNECTING CARRIERS
No Connecting Carriers

OTHER PARTICIPATING CARRIERS
No Other Participating Carriers

EXPLANATION OF SYMBOLS

(C) - To signify changed regulation
(D) - To signify discontinued rate or regulation
(I) - To signify increase
(N) - To signify new rate or regulation
(R) - To signify reduction
(S) - To signify reissued matter
(T) - To signify a change in text but no change in rate or regulation

EXPLANATION OF ABBREVIATIONS

AAM - Assumed Access Minutes
ac - alternating current
ACAT - Additional Cooperative Acceptance Testing
ACD - Automatic Call Distributor
AIOD - Automatic Identification of Outward Dialed
AM - Access Minutes
ANI - Automatic Number Identification
ARD - Automatic Ringdown
ASR - Access Service Request
AST - Automatic Scheduled Testing
AT&TC - American Telephone and Telegraph Communications, Inc.
BHMC - Busy Hour Minutes of Capacity
BP - Billing Percentages
BSA - Basic Serving Arrangement
BSE - Basic Service Element
CAC - Carrier Access Code
CCS - Centum Call-Seconds
CCSA - Common Control Switching Arrangement(s)
CDL - Customer Designated Location
CDM - Call Days in Month
CIC - Carrier Identification Code
CMF - Chargeable Minimum Factor
COMPS - Central Office Maintenance Planning System
Cont'd - Continued
CST - Cooperative Scheduled Testing
CSU - Circuit Switching Unit
DA - Digital Data Access
DAM - Distance in Airline Miles
dB - Decibel

EXPLANATION OF ABBREVIATIONS (Continued)

dBm	-	Decibels below one milliwatt
dBmO	-	Transmission Level Referred to the Zero Transmission Level Point
dBrnCO	-	Decibel Reference Noise C-Message Weighted O
dBv	-	Decibels Referred to One Volt
dc	-	direct current
DDS	-	Digital Data Service
DTMF	-	Dual Tone Multi frequency
DX	-	Duplex
ELEPL	-	Equal Level Echo Path Loss
E&M	-	The Receive and Transmit Leads of a Signaling System
EML	-	Expected Measured Loss
EPL	-	Echo Path Loss
ERL	-	Echo Return Loss
f	-	frequency
FCC	-	Federal Communications Commission
FCO	-	Foreign Central Office Service
FIA	-	Facilities for Intrastate Access
FRS	-	Frame Relay Service
GSEC	-	General Services and Equipment Code
HC	-	High Capacity
HNPA	-	Home Numbering Plan Area
Hz	-	Hertz
IA	-	Interface Arrangement
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
IDDD	-	International Direct Distance Dialing
ILP	-	Initial Liability Period
IP	-	Interconnection Point
kbps	-	kilobits per second
kHz	-	kilohertz
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
Ma	-	Milliamperes
Mbps	-	Megabits per second
MHz	-	Megahertz
MJU	-	Multi-Junction Unit
MRC	-	Monthly Recurring Charge
MST	-	Manual Scheduled Testing
MTL	-	Maximum Termination Liability
NA	-	Not Available

EXPLANATION OF ABBREVIATIONS (Continued)

NANP	-	North American Numbering Plan
NECA	-	National Exchange Carrier Association
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NST	-	Nonscheduled Testing
NXX	-	Three Digit Central Office Code
OPS	-	Off-Premises Station
PBX	-	Private Branch Exchange
PCM	-	Pulse Code Modulation
POT	-	Point of Termination
RMC	-	Recurring Monthly Charge
rms	-	root-mean-square
SF	-	Single Frequency
SRL	-	Singing Return Loss
STR	-	Switched Transport Rate
TDCF	-	Total Day Conversion Factor
TLP	-	Transmission Level Point
TV	-	Television
UL	-	Underutilization Liability
VG	-	Voice Grade
V&H	-	Vertical & Horizontal
WA	-	Wideband Analog
WATS	-	Wide Area Telecommunications Service

1. APPLICATION OF TARIFF

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ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

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1. APPLICATION OF TARIFF

1.1 This tariff contains regulations, rates and charges applicable to Switched Access, Special Access and End User Access or, in combination, as Facilities for Intrastate Access, hereinafter referred to as FIA, provided by New Communications of the Carolinas Inc, hereinafter referred to as the Telephone Company, to customers, including, but not limited to, Interexchange Carriers (ICs), end users, and Information Service Providers. This tariff further provides for Ancillary and Miscellaneous Services. This tariff does not apply to other services offered by the Telephone Company.

1.2 Regulations, rates and charges as specified in this tariff apply to FIA and shall not serve as a substitute for IC tariff offerings of services to end users. The provision of such FIA by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with an IC for the furnishing of any service.

S2. GENERAL REGULATIONS

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2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

(A) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.

(B) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services, which it provides.

(C) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6 following.

(D) FIA are provided twenty-four hours daily, seven days per week.

2.1.2 Limitations

(A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:

(1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or

(2) A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.2 Limitations (Continued)

(A) (Continued)

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of FIA does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 6.4 describes the service arrangement.

(C) The Telephone Company does not warrant that its facilities and services meet standards other than those set North in this tariff.

2.1.3 Liability

(A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) through (D) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a provision of FIA interruption.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.

(C) The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;

(2) Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user; or

(3) All other claims arising out of any act or omission of the IC or end user in the course of using FIA provided pursuant to this tariff.

(D) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the IC or end user from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

(E) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provision hereof.

(F) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.

(G) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions of following.

(H) The Telephone Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company.

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.4 Provision of FIA

(A) The Telephone Company, to the extent that such FIA are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the customer, upon reasonable notice, FIA offered in other applicable sections of this tariff at rates and charges specified therein.

(B) FIA provided to a customer under this tariff may be connected directly to customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of interexchange access.

2.1.5 Installation and Termination of FIA

The FIA provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated location, and (B) will be installed by the Telephone Company to such point of termination.

2.1.6 Maintenance of FIA

The FIA provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any FIA provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

- Should a minor change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.)

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.8 Discontinuance and Refusal of FIA

(A) Unless the provisions of 2.2.2(B) following apply, if the customer fails to comply with the provisions of 2.1.6 preceding, 2.3.1 following, and 2.4.1(D) following, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.

(B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as set forth in (A) preceding, the Telephone Company may refuse applications for additional FIA to the non-complying customer until the course of action is corrected.

2.1.9 Preemption of FIA

In certain instances, i.e., when spare facilities and/ or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

(A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
(B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
(C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
(D) A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.10 Limitation of Use of Metallic Facilities

Except for loop and duplex (DX) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall conform to minimum protection criteria for direct electrical connections as set forth in Part 68 of the FCC Rules and Regulations. In the case of applications of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limitation devices to protect the Telephone Company FIA from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excess noise.

2.2 Use

2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the FIA provided under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

(B) Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily

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2. GENERAL REGULATIONS (Continued)

2.2 Use (Continued)

2.2.1 Interference or Impairment (Continued)

discontinue forthwith the use of FIA if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of FIA as set forth in 2.4.4 following is not applicable.

2.2.2 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

2.3 Obligation of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery of the Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 6.2(G) following.

2. GENERAL REGULATIONS (Continued)

2.3 Obligation of the Customer (Continued)

2.3.2 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 6.2(G) following.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power required by the Telephone Company to provide FIA under this tariff at the points of termination of such FIA. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Availability for Testing

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX), McCulloh-loop (alarm system) type signaling, and dc telegraph transmission at speeds of 75 baud or less.

2. GENERAL REGULATIONS (Continued)

2.3 Obligation of the Customer (Continued)

2.3.6 Design of Customer Services

Subject to the provisions or 2.1.7 preceding, the customer shall be solely responsible at its expense for the overall design of its services. The IC and end user shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

2.3.7 References to Telephone Company

The IC may advise its end users that certain FIA are provided by the Telephone Company in connection with the service the IC furnishes to its end user; however, the IC shall not represent that the Telephone Company jointly participates in the IC's services.

2.3.8 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end user.

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2. GENERAL REGULATIONS (Continued)

2.3 Obligation of the Customer (Continued)

2.3.8 Claims and Demands for Damages (Continued)

(B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.10 Identification and Rating of VoIP-PSTN Traffic * (N)

(A) Scope

(1) VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

* On April 25, 2012 the FCC released its Second Order on Reconsideration of the USF/ICC Transformation Order. Based on this Order, the tariff language in this section will also apply to originating access for VoIP-PSTN traffic for the period of December 29, 2011 through the effective date of the FCC's April 25th Order, which will occur 45 days after publication of the Order in the Federal Register. (N)

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2. GENERAL REGULATIONS (Continued)

2.3 Obligation of the Customer (Continued)

2.3.10 Identification and Rating of VoIP-PSTN Traffic (Continued) (N)

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the Telephone Company's applicable federal access tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU received by the Telephone Company from the customer. The PVU will be derived and applied as follows:

(1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate and interstate access MOU that the customer terminates to the Telephone Company in the State that is sent to the Telephone Company and that originated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information.

(2) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

(3) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(1), above. (N)

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2. GENERAL REGULATIONS (Continued)

2.3 Obligation of the Customer (Continued)

2.3.10 Identification and Rating of VoIP-PSTN Traffic (Continued) (N)

(E) PVU Factor Updates

The customer may update the PVU factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU Factor Verification

Not more than four times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factors. (N)

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Charges and Deposits

(A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance, which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

(B) Where the provision of FIA requires facilities that meet any of the conditions specified in, Special Construction charges as set forth in Section 10 following will apply.

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Charges and Deposits (Continued)

(C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credit due the customer.

(1) Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous services shall be billed in arrears.

(2) Special Access, Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.

The customer will receive its bill in; 1) a paper format or 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill. Such bills are due when rendered. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period set forth in 2.4.2 following will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(D) All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, the FIA may be discontinued as specified in 2.1.8.

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Charges and Deposits (Continued)

(D) (Continued)

(1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/12th of the percentage rate for deposit interest as that set forth in 2.4.1 (A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains.

A late payment charge may apply to disputed amounts withheld pending settlement of the dispute. The Telephone Company will credit or assess late payment charges for disputed amounts as set forth in (2).

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday, which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday, which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the claim is received within six months of the payment due date, and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Charges and Deposits (Continued)

(D) (Continued)

(2) (Continued)

from the date of overpayment. If the claim for the disputed amount is received more than six months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment. A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate as set forth in (1).

The Telephone Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If the dispute is resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.

- If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as set forth in (1).

- If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge as set forth in (1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate as set forth in (1).

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2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Charges and Deposits (Continued)

(D) (Continued)

(3) Late Payment Charges applicable to End User FIA, described in Section 13, following, are those set forth in the Telephone Company General and/or Local Tariffs.

2.4.2 Minimum Periods

(A) The minimum periods for which FIA are provided and for which rates and charges are applicable are set forth in 3.2.4 following.

(B) The minimum periods for which FIA are provided and for which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as set forth in Section 7 following are established with the individual case filing.

(C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.3 Cancellation of an ASR

Provisions for the cancellation of an ASR are set forth in 3.2.6 following for an ASR.

2.4.4 Credit Allowance for FIA Interruptions

(A) General

A FIA is interrupted when it becomes unusable to the customer because of a failure of a component used to furnish FIA under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths as set forth in 4.2.9 following. An interruption period starts when Telephone Company personnel become aware that the FIA is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

A credit allowance for any FIA service will apply for the period specified as follows:

(1) For Special Access services other than Program Audio, and for Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period.

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for FIA Interruptions (Continued)

(A) General (Continued)

(2) For Program Audio services, a credit allowance will be made for an interruption of 30 seconds or more. Two or more such interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. The allowance will be calculated as follows:

(a) For Program Audio Service provided at monthly rates, the credit will be at the rate of 1/8640 of the monthly service rate.

(b) For Program Audio Service provided at daily rates, the credit will be at the rate of 1/288 of the daily rate.

(3) For Switched Access service, billed using assumed minutes of use, a credit allowance will be made for an interruption of 24 hours or more. The credit allowance will be calculated at 1/30 of the assumed minutes of use charge for each 24 hours or major fraction thereof that the interruption continues. A major fraction is considered to be 13 hours. No credit will be given where Switched Access billing is based on actual usage.

(B) When Credit Allowance Does Not Apply

No credit allowance will be made for:

(1) Interruptions caused by the negligence of the customer.

(2) Interruptions of a FIA due to the failure of equipment or systems provided by the customer or others.

(3) Interruptions of a FIA during any period in which the Telephone Company is not afforded access to the premises where the FIA is terminated.

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2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for FIA Interruptions (Continued)

(B) When Credit Allowance Does Not Apply (Continued)

(4) Interruptions of a FIA during an agreed upon period when the customer has released a FIA to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the FIA. Should the maintenance, rearrangement, or ASR implementation interruption period extend beyond the agreed upon period, credit allowance will apply.

(5) Interruptions of a FIA which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as set forth in Section 10 following. The period for which no credit allowance is made begins on the seventh day after the Telephone Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.

(6) Periods when the customer elects not to release the FIA for testing and/or repair and continues to use it on an impaired basis.

(7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(C) Use of an Alternative Service Provided by the Telephone Company

Should a customer elect to use an alternative service provided by the Telephone Company during the period that a FIA is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for FIA Interruptions (Continued)

(D) Temporary Surrender of a FIA

In certain instances, the customer may be requested to surrender an FIA for purposes other than maintenance, testing or activity relating to an ASR. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.9 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A) preceding.

2.4.5 Performance Commitment Program

All refunds under the Performance Commitment Program will be provided as a credit adjustment to the customer's bill.

(A) Performance Commitment Program-Provisioning

The Telephone Company assures that orders for FIA will be installed and available for customer use no later than the Service Date as referenced in Section 3.2.1, Service Date Intervals. The failure of the Telephone Company to meet the service date of an ASR will result in the refund of all NRCs associated with that ASR. The Telephone Company's liability for failure to meet this commitment is limited to the refund of the NRCs for the ASR associated with the missed Service Date.

The Performance Commitment Program-Provisioning does not apply:

(1) When failure to meet the Service Date occurs because of conditions listed in 2.1.3(H) or due to actions of the customer.

(2) To Special Construction as provided in Section 10.

(3) When the Telephone Company is not the Access Service Coordination Exchange Carrier (ASC-EC) and the Service Date is not met by the LEC acting as ASC-EC for its portion of the service. See diagram below for indication of when the New Communications of the Carolinas Inc., NRC refund will apply:

2. GENERAL REGULATIONS (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.5 Performance Commitment Program (Continued)

(A) (Continued)

(3) (Continued)

	New Communications of the Carolinas Inc ASC-EC	Another LEC-ASC-EC
The Company Misses Date	Refund applies	Refund applies
Another LEC Misses Date	Refund applies	Refund does not apply

2.5 Connections

Equipment and systems (i.e., terminal equipment, multi-line terminating systems, and communications systems) may be connected with Switched and Special Access furnished by the Telephone Company where such connection is made in accordance with the provisions specified in the NECA Technical Reference Publication AS No. I and 2.1preceding.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Area

The term "Access Area" denotes a specific calling area containing those end users served by one or more Central Offices associated with the various Switched Access provisions offered under this tariff. The size and configuration of the Access Area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem office to which the connection is made.

Access Code

The term "Access Code" applies to Switched Access Service. It denotes a uniform seven digit code dialed by an end user to access an Interexchange Carrier's facilities. The Carrier Access Code (CAC) has the seven digit form 101XXXX or 950-XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate or foreign service for the purpose of calculating chargeable usage. On the originating end of an intrastate or foreign call, usage is measured from the time the originating End User's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate or foreign call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Access Service Request

The term "Access Service Request" (ASR) denotes a document (i.e., order) used by the Telephone Company to process a customer's request for Access Services as offered throughout this tariff.

Access Tandem

The term "Access Tandem" denotes a telephone company switching system that provides a traffic concentration and distribution function for interLATA traffic originating from or terminating at end offices in the access area.

Agent

The term "Agent", as used in Section 6 of this tariff, is defined as that person or entity that the Telephone Company acknowledges as controlling decisions pertaining to instrument placement, subscription authority, and access or usage control of Public or Semipublic Pay Telephone Service or, that person or entity duly authorized to act in that capacity by the physical owner of the premises.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the CDL for terminating calls to a Telephone Company end office as an indication that the called party has answered or disconnected.

Answer Message

The term "Answer Message" denotes an SS7 message sent in the backward direction to indicate that the call has been answered.

Attempt

The term "Attempt" denotes a call in the originating direction from an end user to a CDL which is completed (answered) or not completed (not answered) and a call in the terminating direction from a CDL to a customer which is completed (answered) or not completed (not answered).

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz.

Balance (100-Type) Test Line

The term "Balance (100-Type) Test Line" denotes a standard feature of FGA, FGB, FGC, FGD and SAC Access Service, BSA-A, BSA-B, BSA-C and BSA-D and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement which simulates the characteristic impedance of the end office.

Basic Service Element

The term "Basic Service Element (BSE)" denotes an unbundled service option available only with Basic Serving Arrangements.

Basic Serving Arrangement

The term "Basic Serving Arrangement (BSA)" denotes a category of Switched Access Service differentiated by technical characteristics, e.g., line side versus trunk side connection at the Telephone Company's first point of switching.

BHMC

See Busy Hour Minutes of Capacity.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Bridging

The term "Bridging" denotes the connection of one or more circuits in parallel with another circuit without interrupting the continuity of the first circuit.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Bridging Wire Center

The term "Bridging Wire Center" denotes the Telephone Company designated wire center in which bridging is accomplished.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Busy Hour Minutes of Capacity

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the trunk group usage load of the average usage load for the busy season.

Busy Season

The term "Busy Season" denotes the four consecutive weeks of the calendar year having the highest daily busiest hour traffic load based on a five day week. Normally, the five-day week consists of Monday through Friday. Where weekend traffic is greater than weekday traffic, one or both weekend days may be used as a substitute for a weekday as long as a consistent five-day week is maintained for the four consecutive weeks.

Byte

A sequence or group of eight bits that represents one character.

C-Conditioning

The term "C-Conditioning" denotes a telephone company special treatment of the transmission path in order to control attenuation and envelope delay distortion.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice circuit. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the frequency weighted noise on a voice circuit with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

CCS

The term "CCS" denotes a hundred-call seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of lines or trunks.

Call

The term "Call" denotes a communication including an off-hook signal and routing information initiated at the originating location and completed to a terminating location.

Central Office

The term "Central Office" denotes a telephone company local switching system where telephone company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Loop Around Test Line

The term "Central Office Loop Around Test Line" denotes equipment in the Telephone Company's end office which provides a means for making two-way transmission tests for Switched Access services. These transmission tests are normally for the measurement of level and noise tests. This arrangement has two terminations, each reached by means of a separate seven digit number.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the telephone number assigned to a Telephone Company subscriber's local service.

Centralized Automatic Reporting on Trunks (CAROT) Testing

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring the 1000 Hz loss, C-message weighted noise, C-notched noise, loss slope, and the provision of a balance termination.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Channelize

The term "Channelize" denotes the process of multiplexing circuits using analog or digital techniques.

Circuit

The term "Circuit" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Common Channel Signaling System 7 Network (CCS7)

The term "Common Channel Signaling System 7 Network (CCS7)" denotes a dedicated out-of-band signaling network which utilizes Signaling System 7 (SS7) protocol to provide call handling and data base access services.

Common Line

The term "Common Line" denotes a line, trunk, coin line or other facility provided under the Telephone Company General and/or Local Tariffs, terminated on a Central Office switch. A Common Line - Residence is a line or trunk provided under the residence regulations of the Telephone Company General and/or Local Tariffs. A Common Line - Business is a line provided under the business regulations of the Telephone Company General and/or Local Tariffs. A coin line is a line provided under the public and/or semi-public service regulations of the Telephone Company General and/or Local Tariffs.

Communications System

The term "Communications System" denotes circuits and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company or Telephone Company stations.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Confirmed ASR

The term "Confirmed ASR" denotes a customer's ASR for a) Switched Access FIA which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the availability of facilities and/or equipment, and b) Special Access FIA for which the Telephone Company confirms to the customer that the established due date can be met. The date the ASR is confirmed; the standard service date interval commences.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Confirming Design Layout Report Date

The term "Confirming Design Layout Report (CDLR) Date" identifies the Telephone Company is scheduled to receive information that the Design Layout Report provided by the Telephone Company for a confirmed ASR is acceptable.

Conventional Signaling

The term "Conventional Signaling" denotes the inter-machine signaling system, which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Customer

The term "Customer" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff, including Interexchange Carriers (ICs), end users and Information Service Providers.

Customer Designated Location

The term "Customer Designated Location" (CDL) denotes a location specified by the customer for the purpose of terminating FIA services. The Telephone Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLS include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Telephone Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer for Switched Access, Special Access, or both in combination.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

D-Conditioning

The term "D-Conditioning" denotes a Telephone Company special treatment of the transmission path in order to control C-notched noise and intermodulation distortion.

Daily Busiest Hour

The term "Daily Busiest Hour" denotes the highest usage hour for each day with the reading taken on the clock hour or half hour. The clock hour or half hour selection varies from day to day, depending upon the usage measured. The Daily Busiest Hour is also known as the Bouncing Busy Hour.

Data Transmission (107-Type) Test Line

The term "Data Transmission (107-Type) Test Line" denotes an arrangement, which provides for the connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multi frequency (DTMF) Address Signaling" denotes a type of signaling that is an optional feature of FGA and BSA-A. It may be utilized when FGA or BSA-A is being used in the terminating direction. An office arranged for signaling would expect to address signals from the IC in the form of DTMF format.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a four-wire interface without regard to the send and receive Transmission Level Point (TLP).

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the Voiceband (approximately 500 to 2500 Hz) where talker echo is most annoying.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

End Office Switch

The term "End Office Switch" denotes a Telephone Company local switching system located in a wire center where where Telephone Company local service subscriber station loops are terminated for purposes of originating and terminating traffic to or from a customer.

End User

The term "End User" means any customer of an intrastate or foreign telecommunications service that is not a carrier, except that a carrier, other than the Telephone Company, shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller (e.g., hotels, motels and shared tenant services).

Engineering Review

The term "Engineering Review" denotes the examination of an ASR with a customer requested change to determine if a design change is required. It includes, but is not limited to, the review for possible change requirements in equipment, interfaces, circuit configurations, engineering records, and billing.

Entry Switch

See First Point of Switching.

Excess Capacity

The term "Excess Capacity" denotes a quantity of FIA requested by the customer which is greater than that which the Telephone Company would construct to fulfill the customer's ASR.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area (LATA), established by the Telephone Company for the administration of communication service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Telephone Company tandem switch to mark the carrier connect time when the Telephone Company's tandem switch sends an Initial Address Message to an Interexchange Customer.

Extended Area Service

The term "Extended Area Service" (EAS) denotes an arrangement whereby a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

Firm Order Confirmation Date

The term "Firm Order Confirmation (FOC) Date" denotes the date that the Telephone Company will provide the schedule of dates for the provisioning activities associated with the customer's request for service.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

First Point of Switching

The term "First Point of Switching" denotes either the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the CDL to the terminating end office of the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the CDL.

Frame

The term "Frame" denotes a group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

Frame Relay Access Line

Provides access to the Frame Relay Network connecting customer facilities at the network interface with a corresponding Frame Relay Port.

Frame Relay Port

For Frame Relay Service, the physical entry points for access lines and the originating and terminating points for Permanent Virtual Circuits (PVCs). Ports include the electronic equipment used in connecting these service elements to the Frame Relay Network, and enable customers to allocate bandwidth to applications, as needed, at customer designated transmission speeds of either 56 Kbps or 1.544 Mbps.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Four-Wire to Two-Wire Conversion

The term "Four-Wire to Two-Wire Conversion" denotes an arrangement, which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a Central Office switch trunk circuit or switching system.

Ground Start Supervisory Signaling

The term "Ground Start Supervisory Signaling" denotes a type of signaling which provides for the application of ground on the tip side at the point of termination (assuming no signaling conversion has been provided by the Telephone Company) as an initial seizure signal before the application of ringing in the originating direction (towards the customer from the end office).

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders, and New York Certificates of Deposit.

Individual Case Basis

The term "Individual Case Basis" (ICB) denotes a condition where the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Information Service Provider

The term "Information Service Provider" denotes one who offers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information which may be conveyed via telecommunications, except that such service does not include (1) any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service, or (2) the provision of time, weather, and such other similar audio services that are offered by New Communications of the Carolinas Inc.

Initial Address Message (IAM)

The term "Initial Address Message (IAM)" denotes an SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Installed Cost

The term "Installed Cost" denotes the total cost (estimated or actual) by the Telephone Company to provide facilities for the offered services.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more LATAs.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a circuit. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

2. GENERAL REGULATIONS (Continued)

2.6 Customer Premises Inside Wire (Continued)

2.6.2 Responsibility of the Customer

a. The installation and maintenance of Customer Premises Inside Wire is the sole responsibility of the customer.

b. The customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customers agent that may result from any installation or maintenance activity undertaken by that customer or the customer's agent.

c. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's premises inside wire activity.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Logical Channel

A communication channel which allows two-way simultaneous transmission of data packets through the network. No circuit capability is preassigned to a logical channel. Capacity is made available as the data is transmitted. Each virtual connection utilizes one logical channel.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Maximum Termination Liability

The term "Maximum Terminating Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event all FIA ordered in a Special Construction case are discontinued before a specified period of time.

Maximum Termination Liability Period

The term "Maximum Terminating Liability Period" denotes the length of time the customer is liable for a termination charge in the event specially constructed FIA are terminated. The MTL period is equal to the average account life of the FIA provided.

Mid Link

The term "Mid-Link" denotes the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where switching devices such as a loop transfer arrangement are located.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102-Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the CDL from the Telephone Company end office.

Multicarrier Access Area

The term "Multicarrier Access Area" denotes an EAS for FGA and BSA-A or an area for FGB and BSA-B where FIA Services are provided by more than one telephone company in which a customer obtains access to an entire EAS or FGB or BSA-B area by obtaining a FGA or BSA-A, or FGB or BSA-B access tandem arrangement that connects its switch with the First Point of Switching of the Primary Exchange Carrier.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

National Security Emergency Preparedness (NSEP) Services

The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the cost of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

Network Channel Interface Code

The "Network Channel Interface" code (NCI) is an ordering code that provides an indication of the generic channel type. The NCI code provides the technical characteristics of the interface and describes the physical and electrical characteristics of the special access interface to the customer designated locations. A complete description and listing of these interface codes is specified in Section 6103 of the New Communications of the Carolinas Inc Technical Interface Reference Manual.

Non-Overlap Outpulsing

The term "Non-Overlap Outpulsing" is the feature of the exchange access signaling system which provides initiation of pulsing to the customer's premises after the calling subscriber has completed dialing an originating call.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has no foreseeable use should the customer terminate service.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but which can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area or Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code (NXX) plus a four-digit station number (XXXX).

NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Off-Hook

The term "Off-Hook" denotes the active condition of Switched Access or a Telephone Company local service line.

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Telephone Company local service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of the trunk or line by means of an inductor of several Henries.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Operator Services Provider

The term "Operator Services Provider" denotes the intrastate provider of operator services to which an end user placing an operator assisted call is connected.

Operator Services System

The switching equipment, facilities, operator positions and software components utilized for the provision of operator services.

Operator Services Switching Location (OSSL)

A Telephone Company office where Telephone Company equipment processes Operator Services calls to or from a customer designated location in the same LATA.

Order Interval

The term "Order Interval" denotes the interval between the Application Date and the Service Date.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Originating Direction

The term "Originating Direction" denotes the use of Switched Access for the origination of calls from an end user to a CDL.

Overlap Outpulsing

The term "Overlap Outpulsing" is the feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

Packet

A continuous sequence of binary digits of information which is switched through the network as an integral unit. A packet consists of up to 1,024 bits of customer data plus additional transmission and error control information.

Packet Switch

A central office based switch that establishes a virtual connection between two data network addresses for the transmission of discrete amounts of information.

Plant Test Date

The term "Plant Test Date" denotes the date on which installation is completed and the Telephone Company to customer testing can begin.

Point of Termination

The term "Point of Termination" denotes the point of demarcation of a CDL or end user premises at which the Telephone Company's responsibility for the provision of FIA Service ends.

Premises

The term "Premises" denotes a building on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Pre-service Testing

The term "Pre-service Testing" denotes tests performed on a FIA to assure standard transmission performance/parameters meet specifications prior to acceptance testing.

Primary Exchange Carrier

The term "Primary Exchange Carrier" (PEC) denotes the telephone company in whose exchange a customer's first point of switching (i.e., dial tone for FGA or BSA-A, an access tandem for FGB or BSA-B) is located.

Public Pay Telephone

The term "Public Pay Telephone" denotes a switched coin line provided under the Public Telephone Service regulations of the Telephone Company General and/or Local Tariffs.

Protocol

A set of rules governing the format to be followed when transmitting information between communicating devices.

Recoverable Cost

The term "Recoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

Registered Equipment

The term "Registered Equipment" denotes the customer's terminal equipment which complies with and has been approved within the Registration Provisions of Part 68 of the FCC Rules and Regulations.

Route Mileage

The term "Route Mileage" denotes the actual Telephone Company provided facility mileage of a transmission circuit.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Secondary Exchange Carrier

The term "Secondary Exchange Carrier" (SEC) denotes the telephone company in whose exchange a customer does not subscribe to FGA or BSA-A, or FGB or BSA-B, but from whose exchange the customer's end users can call the interexchange switch or CDL of an IC in the primary exchange of another telephone company on a toll-free basis.

Semi-Public Pay Telephone

The term "Semi-Public Pay Telephone" denotes a switched coin line provided under the Semi-public Telephone Service regulations of the Telephone Company General and/or Local Tariffs.

Service Date

The term "Service Date" denotes the date that the FIA is to be placed in service. A confirmed ASR is required to establish a service date.

Seven-Digit Manual Test Line

The term "Seven-Digit Manual Test Line" denotes a set of optional features for all Switched Access which allow the IC to select balance, milliwatt, and synchronous test lines of FGA and BSA-A, by manually dialing a seven-digit number over the associated Switched Access.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes the end office circuit, which provides an ac short circuit termination of the trunk or line by means of a capacitor at least 4 microfarads.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Signal Transfer Point (STP) Port

The term “Signal Transfer Point (STP) Port” denotes the physical point of termination and interconnection to the STP.

Signaling Point

The term “Signaling Point (SP)” denotes an SS7 network interface element capable of originating and/or terminating SS7 messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement of an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Service.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Temporary Facilities

The term "Temporary Facilities" denotes facilities used to provide FIA to a customer for less than the minimum service period or less than one month, whichever is longer, or to provide FIA while permanent facilities are being constructed.

Terminating Direction

The term "Terminating Direction" denotes the use of Switched Access for the completion of calls from a CDL to an end user.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a grouping of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of an end office switch.

V&H Coordinates Method

The term "V&H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

2. GENERAL REGULATIONS (Continued)

2.6 Definitions (Continued)

Virtual Connection

A logical channel between two users of a public packet switched network whereby the required bandwidth is allocated on demand from a pool of shared physical circuits.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with a Special Access Line used with a Switching Interface as set forth in 4.2.5(V) following.#

Wire Center

The term "Wire Center" denotes a location in which one or more central office switches, and cross connection equipment used for the provision of Telephone Company telecommunications services, are located.

Wire Center Area

The term "Wire Center Area" denotes the geographic area served by a Wire Center through the use of central office switching equipment, cross connection equipment, and subscriber loops.

The use of the terms WATS or WATS-type throughout this tariff is primarily for ordering purposes and is not intended to restrict the use of the customer services when ordering Special Access and Switched Access in combination.

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company

(A) When Switched Transport or Special Transport service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the billing methods as set forth in (1) or (2) following based upon the type of access service and the interconnection arrangements between the telephone companies.

The Telephone Company will notify the customer which billing methods will be used. The customer will place the ASR for the service as set forth in 3.3 following.

(1) Single Company Billing:

The Single Company Billing method may be applied to FGA and BSA-A Switched Access Service.

The telephone company receiving the ASR from the customer, as specified in 3.3(A) (1) following, will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its access tariff. The airline mileage is determined using the V&H method as set forth in the Exchange Carrier Association (NECA) Tariff FCC No. 4.

(2) Meet Point Billing:

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access Services and Special Access. It is optional for FGA and BSA-A Switched Access Services.

There are two Meet Point Billing Options -- Single Bill and Multiple Bill. The Telephone Company must notify the customer of: (1) the Meet Point Billing Option that will be used, (2) the Telephone Company(s) that will render the bill(s), (3) the Telephone Company(s) to whom payment(s) should be remitted, and (4)

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

The Telephone Company(s) that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any change.

(a) Single Bill Option

The Single Bill Option allows the customer to receive one bill from one telephone company or its billing agent for access services.

The Telephone Company(s) that renders the bill to the customer may provide to the customer, cross references to the other Telephone Company(s) service and/or the common circuit identifiers based upon industry standards. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

- The Initial Billing Company for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Telephone Company, the Telephone Company will notify the customer.

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(a) Single Bill Option (Continued)

- The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of the Switched Transport is provided and/or where the CDL is located.

The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

(1) Single Bill/Single Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A) (2) and arrange to provide the service. The Initial Billing Company will:

- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

The customer will remit the payment to the Initial Billing Company.

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(a) Single Bill Option (Continued)

(2) Single Bill/Pass-Through Billing

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A) (2) and arrange to provide the service. Each Telephone Company will:

- determine its portion of Switched Transport and/or Special Transport as set forth in 2.7(A) (2) (c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will:

- apply usage data, when needed, to the bill and calculate the charges;
- identify each involved Telephone Company's charges separately on the bill;
- combine all the bills of the involved Telephone Companies of a meet point billed access service into one access bill;
- forward the bill to the customer; and

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(a) Single Bill Option (Continued)

(2) Single Bill/Pass-Through Billing (Continued)

- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

(3) Single Bill/Multiple Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A) (2) and arrange to provide the service. The Initial Billing Company will:

- determine each Telephone Company's portion of switched transport and/or special transport as set forth in 2.7(A) (2) (c);
- determine the applicable charges and bill in accordance with each Telephone Company's tariff;
- include all recurring and nonrecurring charges for each involved Telephone Company;
- identify each involved Telephone Company's charges separately on the bill;

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(a) Single Bill Option (Continued)

(3) Single Bill/Multiple Tariff (Continued)

- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

(b) Multiple Bill Option

The Multiple Bill option allows all Telephone Companies providing service to bill the customer for their portion of a jointly provided access service. Each Telephone Company will:

- determine its portion of the Switched Transport and/or Special Transport as set forth in 2.7(a) (2) (c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

The customer will remit the payments directly to each Telephone Company.

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(c) Meet Point Billing Mileage Calculation

Each Telephone Company's portion of the Switched Transport and/or Special Transport mileage will be determined as follows:

(1) For Switched Access Tandem-Switched Transport Services, determine the appropriate Switched Transport total miles by computing the number of miles from the wire center that normally serves the CDL to the serving wire center in the Access Area (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Special Access Services and Switched Access Direct-Trunked Transport, determine the appropriate Special Transport total miles by computing the number of miles between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office, end office or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is always rounded up to the next full mile.

(2) Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each telephone company.

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(c) Meet Point Billing Mileage Calculation (Continued)

(3) For Switched Access Tandem-Switched Transport Service, using the BP method; (a) multiple the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each Telephone Company as set forth in (2), times the Tandem-Switched Transport Facility rate; (b) multiply the Tandem-Switched Transport Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport-Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for telephone company A. Rates for telephone company B would appear in its
appropriate Access Tariff.

(A) Airline miles from telephone company A (office X) to telephone company B (office Y) - 50 airline miles as set forth in NECA Tariff FCC No. 4.

(B) Billing Percentage for each telephone company (from NECA Tariff FCC No. 4).

Telephone Company A = 40%
Telephone Company B = 60%

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(c) Meet Point Billing Mileage Calculation (Continued)

(3) (Continued)

(C) Access Minutes for Telephone Company A = 9000.

(D) Tandem-Switched Transport-Facility rate for Telephone Company A = SWT FAC.

(E) Tandem-Switched Transport Termination Rate = SWT TERM

NOTE: The Tandem-Switched Transport Termination rate does not apply in situations where there is an intermediate, non-terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport-Facility Rate (SWT FAC) + [Tandem-Switched Transport Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)) = Total

Calculation:

Telephone Company A

AM ALM BP SWT FAC SWT TERM AM TERMS
9,000 x 50 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

2. GENERAL REGULATIONS (Continued)

2.7 FIA Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(2) Meet Point Billing (Continued):

(c) Meet Point Billing Mileage Calculation (Continued)

(4) For Special Access and for Switched Access Direct-Trunked Transport, multiply the number of airline miles as set forth in (1), times the BP for each telephone company as set forth in (2), times the Special Transport rate. For DS1 and DS3 Special Transport and DS1 and DS3 Direct-Trunked Transport, multiply the Special Transport Termination or Direct-Trunked Transport Termination rate times the number of terminations provided by the Telephone Company.

(d) All other appropriate recurring and nonrecurring charges in each telephone company's Access tariff are applicable.

(e) Where the Tandem-Switched Transport-Facility is provided by more than one telephone company, the Tandem-Switched Transport Termination rate applies for the termination at the Telephone Company end of the Tandem-Switched Transport Facility (i.e., the first point of switching or the end office serving the end user). The Switched Transport Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport Facility.

3. ORDERING OPTIONS FOR FIA

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3. ORDERING OPTIONS FOR FIA

3.1 General

This section sets forth the regulations and order related charges for FIA Orders to provide the customer with FIA. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

3.1.1 Ordering Conditions

(A) A customer may order any amount of FIA (Switched or Special) of the same interface type, same Feature Group, or same Special Access between the same locations on a single FIA ASR. A customer may order the changed use of Switched Access and Special Access over the same high capacity facility, however, separate FIA ASRs are required. The methodology for shared use is set forth in 5.6.7.

- ASRs for FGA or BSA-A must specify the number of lines required.

- ASRs for FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service must specify the number of trunks required or Busy Hour Minutes of Capacity (BHMC). For Tandem-Switched Transport, the customer has the option of specifying the number of trunks or Busy Hour Minutes of Capacity (BHMC). In addition, the ASR must indicate whether the Switched Transport ordered is for Entrance Facilities, Direct-Trunked Transport and/or Tandem-Switched Transport. For Direct-Trunked Transport, and Entrance Facilities the ASR must specify channel type, channel interface, and any options desired. In addition, ASRs for Direct-Trunked Transport must specify Facility Hubs involved.

Additional ASR requirements for Switched Access Service are described in 4.2.5(V) and 4.3.2.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(B) The customer shall supply all details necessary to complete an order. The details may include the following: requested service date, customer name, customer designated location, end office, Interface Arrangement, type of Switched Access or Special Access, Supplemental Features, End Office Services and Signaling Interface, and originating and terminating capacity required. The customer may also be required to provide end user name and location, end user contact person, and end user premium access information to complete an order for Special Access.

When a customer orders mixed interstate and intrastate Switched Access, the customer is required to provide an estimate of the percent of traffic, as described in 4.3.3, which will be interstate. If the customer fails to provide this estimate, the order will not be processed until such time as the customer provides this estimate.

When a customer orders mixed-use special access service, the customer must indicate the jurisdiction based on the criteria as set forth in Section 5.1.6.

(C) When the Alternate Traffic Routing Basic Serving Element (BSE) is ordered, more than one CDL will be supplied and the number of trunks or BHMC for BSA-B, BSA-C and BSA-D to each CDL shall be specified.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(D) The customer shall order SAC Access Service, as described in 4.2.1(E), in the same manner set forth for ordering FGD or BSA-D with the following exceptions. For 500 SAC Access Service or 900 SAC Access Service, customers may request direct connections to only those offices designated by the Telephone Company as 500 SAC Access Service or 900 SAC Access Service screening offices. All 500 NXX or 900 NXX code assignments and administration shall be in accordance with the North American Numbering Plan (NANP). 800/877/888 SAC Access Service is offered only in conjunction with the 800/877/888 Customer Identification Function as described in 4.2.11 and in conjunction with 800/877/888 Data Base Query Service as described in 4.2.19. Customers may request 800/877/888 SAC access connections to suitably equipped end offices and access tandem offices. A list of those offices will be provided upon request. All 800/877/888 number assignments shall be administered by the Number Administration Service Center (NASC) through the Service Management System (SMS).

500 NXX Code or 900 NXX Codes to be activated and/or deactivated in conjunction with 500 SAC Access Service or 900 SAC Access Service, must be provided to the Telephone Company at least 60 calendar days prior to the effective date of the change.

An ASR is required by the Telephone Company for 500 NXX or 900 NXX codes to be activated or deactivated on a access facility basis. The Switched Access Ordering Charge as described in 4.5.2(A) will apply. In addition to the Switched Access Ordering Charge, the NXX Translation Charge, as described in Section 4.5.2(H)(6), shall apply to each 500 NXX code activated or deactivated in a Telephone Company switch capable of performing the customer identification function for 500 SAC Access Service. Customer assigned codes for which an ASR has not been received will be blocked.

When SAC Access Service traffic is not terminated over a Special Access Line as set forth in 5.1.1(C) (2), the customer must notify the Telephone Company of all local exchange telephone numbers to which SAC Access Service traffic is designated so that the Telephone Company can balance the end office in accordance with standard Telephone Company engineering practices for heavy volume lines.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(E) To determine if adequate central office facilities (i.e., trunk circuits) for FGD or BSA-D will be available on the conversion date to equal access and to be eligible for the allocation as set forth in the following paragraph all customers (including those customers who convert existing FGA, FGB, FGC, BSA-A, BSA-B and BSA-C to FGD or BSA-D) must order FGD or BSA-D 120 days prior to an end office conversion to equal access.

When trunk circuits are not available to meet the demand an allocation of available trunk circuits will be required.The allocation of available facilities is a three step process as described below:

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(E) (Continued)

In this example assume nine ICs have ordered BHMCs which necessitate 1,000 FGD trunks where only 800/877/ 888 FGD trunk circuits are available at the conversion date.

Step 1: Provide an initial flat 25% distribution of available trunk circuits to each requesting IC except for incremental requests over existing levels of FGC. (See table in Step 3).

- 25% x 800 (available facilities) = 200
- $\frac{200}{(9-1)} = 25$

Step 2: Assign all remaining trunk circuits proportionately, working from bottom up until ICs, as a result of the proration, are assigned less facilities than desired. First determine facilities available for apportionment.

- 800 - 175 = 625 (eligible ICs are A, B, C, D, E, F)

- $\frac{\text{(Desired Facilities)}}{\text{(Total Desired Facilities)}} \times \frac{\text{Remaining}}{\text{(of Remaining Facilities)}}$ Facilities

  - F = $\frac{70}{1000 - 50}$ x 625 = 46 (assign only 45) (**)

  - E = $\frac{80}{1000 - 120}$ x (625 - 45) = 53

  (E receives less facilities than originally ordered, i.e., 53 + 25 = 78)

Step 3: When an IC receives less facilities than desired, the remainder of ICs are allocated according to the following allocation factor:

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(E) (Continued)

Step 3: (Continued)

$$\frac{\text{Remaining Facilities}}{\text{Total Desired Facilities of Remaining Eligible ICs of Access}} = \frac{625-98}{1000-200} = \frac{527}{800} = .659$$

- D = 100 x .659 = 66
- C = 200 x .659 = 132
- B = 200 x .659 = 132
- A = 300 x .659 = 197

ICs	Demand Desired (In Trunks)	Resources Available	Step 1 Flat 25% Distribution	Step 2	Step 3	Total Assigned Trunk Circuits
A	300	-	25	-	197	222
B	200	-	25	-	132	157
C	200	-	0	-	132	132
D	100	-	25	-	66	91
E	80	-	25	53	-	78
F	70	-	25	45(**)	-	70
G	25	-	25	-	-	25
H	15	-	15(**)	-	-	15
I	10	-	10 (**)	-	-	10
Total	1000	800	175	98	527	800

(*) Request for additional trunk circuits by an IC with existing FGC or BSA-C
(**) Will not assign more than desired

(F) The provision of Special Access requires the selection of a Terminating Option as defined in 5.3. The provision of Switched Access requires an Entrance Facility as defined in 4.2.3(B). When a customer orders DS3 Special Access or DS3 Switched Entrance Facility, the customer may specify on the ASR if the interface is to be an electrical or an optical interface. In the event the customer does not identify an interface preference with the ASR, the Telephone Company will provide an electrical interface.

When a customer orders DS3C Special Access, the Telephone Company will provide an optical interface unless service is provided via microwave, in which case an electro-magnetic interface is provided, or unless the customer specifies on the ASR a request for an electrical interface.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(G) An ASR is required from the customer to add 1+ coin traffic from an end office. At the customer's option, the ASR can be issued at a 1+ coin tandem or end office level. For an initial customer order at a 1+ coin tandem, the Telephone Company must receive at least 120 calendar days prior to the requested effective date. Standard provisioning intervals will apply to subsequent orders involving that 1+ coin tandem.

The customer must provide the Telephone Company with written notification stating that an order is being submitted pursuant to an agreement with a secondary service provider prior to the routing of 1+ interLATA coin traffic to a provider other than the customer.

(H) When ordering Operator Services, an ASR is required to establish a new FGC, FGD, BSA-C or BSA-D trunk group(s) or to add Operator Services to an existing FGC, FGD, BSA-C or BSA-D trunk group between the Telephone Company's Operator Services Switching Location and one CDL in the same LATA.

When measurement capability does not exist for Operator Services per call charges, a forecast of the number of Operator Services calls anticipated is required from the customer as set forth in 8.2.3 when the initial order for Operator Services is placed.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.1 Ordering Conditions (Continued)

(I) When ordering Signaling System 7 (SS7) Out of Band Signaling as described in 4.2.5(A)(A), the customer shall provide an ASR specifying a reference to existing CCS7 Access service facilities or reference to a related ASR for CCS7 Access service as described in the GTOC Tariff FCC No. 4. The customer's ASR shall also include STP point codes, STP location identifier codes, FGD or BSA-D trunk or 800/877/888 Service Access trunk circuit identification codes, and switch type. When ordering SS7 Out of Band Signaling for FGD or BSA-D, the customer shall specify that all traffic carried by that FGD or BSA-D will be equipped with out of band signaling. The customer shall work cooperatively with the Telephone Company to determine the number of CCS7 Access service connections required to handle the customer's SS7 Out of Band Signaling traffic.

(J) When ordering FGD or BSA-D Switched Access with 950-XXXX Access as described in 4.2.5(C), the customer shall provide an ASR specifying which 950-XXXX access code(s) are to be routed and the FGD or BSA-D Switched Access over which resulting originating 950-XXXX access code calls are to be routed.

3. ORDERING OPTIONS FOR FIA (Continued)

3.1 General (Continued)

3.1.2 Provision of Other Services

(A) At the option of a customer, Directory Assistance, Additional Labor, Telecommunications Service Priority (TSP), Testing and Special Routing services may be ordered with an ASR at the same time the ASR is accepted by the Telephone Company. Such requests will be considered to be supple mental to the ASR. The rates and charges for these services as set forth in other sections of this tariff will apply in addition to the ordering charges set forth in this section and the rates and charges for the Switched Access or Special Access with which they are associated.

(B) The items listed in (A) preceding may subsequently be added to the ASR at any time, up to and including the service date established by the ASR. When ordered subsequently, charges for ASR modifications as set forth in 3.2.2 following will apply.

3.1.3 Special Construction

The regulations, rates and charges for Special Construction as set forth in Section 10 following are in addition to the regulations, rates and charges specified in this section.

3.2 Access Service Request

An ASR is used by the Telephone Company to receive orders for the following types of FIA requested to the customer:

- Switched Access as set forth in Section 4 following,
- Special Access as set forth in Section 5 following, and
- Other Services as set forth in other sections of the tariff.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.1 Service Date Intervals

The time required to provision service is known as the service date interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request. The service date interval guidelines will apply to ASRs and will specify the quantities of FIA that can be provided on the same service date. The customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this tariff.

3.2.2 ASR Modifications

The customer may request a modification of its ASR prior to the service date. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an ASR within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the ASR modification, the Telephone Company will schedule a new service date. All charges for ASR modifications will apply on a per occurrence basis. Where a new ASR may be required the appropriate charges as set forth in other sections of this tariff will be applicable.

Any increase in the number of Switched Access lines for FGA or BSA-A, trunks or BHMCs for FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service or Special Access circuits will require the issuance of a new ASR for the incremental capacity.

(A) Service Date Change Charge

ASR service dates may be changed, however a Service Date Change Charge will apply on a per order per occurrence basis, for each service date change after the Plant Test Date on the ASR.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.2 ASR Modifications (Continued)

(A) Service Date Change Charge (Continued)

The new service date may not exceed the original service date by more than 30 days. If the requested service date is more than 30 days after the original service date, the ASR will be considered cancelled by the Telephone Company and cancellation charges as set forth in 3.2.6 will apply. A new ASR will be issued with the new service date.

With the agreement of the Telephone Company, a new service date may be established that is prior to the original service date and the provisions set forth in (E) following will apply in addition to the Service Date Change Charge of $58.61.

(B) Partial Cancellation Charge

Any decrease in the number of Switched Access lines for FGA or BSA-A, trunks or BHMCs for FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service, or Special Access circuits will be treated as a partial cancellation.

A customer may cancel any number of Special Access circuits. For Switched Access Services, the capacity cancelled may be subject to the Minimum Capacity Requirements as set forth in 3.5.

When a customer partially cancels the service ordered on an ASR, charges will apply as follows:

(1) Except as specified in 3.2.6(D), when as ASR for Switched Access Service is partially cancel led on or after the Application Date, the charge will be determined by multiplying the total Installation nonrecurring charges for the canceled portion of the order by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval and adding the Switched Access Ordering Charge.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.2 ASR Modifications (Continued)

(B) Partial Cancellation Charge (Continued)

(2) When an ASR for Special Access Service is partially cancel led on or after the Application Date and before the Plant Test Date, the associated Initial Ordering Charge - Special Access will apply, plus the Subsequent Ordering Charge - Special Access as set forth in 5.6.1(D) will also apply for the reissuance of a supplement order.

When an ASR for Special Access Service is partially cancel led on or after the Plant Test Date, the Initial and Subsequent Ordering Charges as set forth preceding will apply, plus the Installation Charge(s) associated with the items cancelled.

(C) Discontinuance of Service

A customer may discontinue FIA that is in service at any time. The request for discontinuance of service must be received by the Telephone Company at least two business days prior to the date on which service is to be disconnected and billing discontinued. The request may be verbal or written; however, a verbal request must be followed, within ten days, by written confirmation. The written confirmation serves as a confirmation of the verbal request rather than a request itself. The customer must notify the Telephone Company of a delay or cancellation in the discontinuance request prior to the disconnect date. The Telephone Company, where possible, will establish the disconnect date in accordance with such request. Billing and service will then continue until the new requested disconnect date. If a service is discontinued prior to the expiration of the Minimum Period as set forth in 3.2.4, the Minimum Period Charges as set forth in 3.2.5, may apply.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.2 ASR Modifications (Continued)

(D) Design Chance Charge

The customer may request a design change to a pending ASR for both Switched and Special Access or request a change to an existing Switched Access Service. A design change is a change which requires engineering review. The regulations, rates and charges for a design change are as set forth in Section 4.5.2(A)(2) (b) following for Switched Access Service, and Section 5.6.1(D)(3) following for Special Access Service, and are in addition to the regulations, rates and charges specified in this section.

(E) Expedited Order Charge (C)

When placing an Access Service Request a customer may request a service date that is prior to the Telephone Company's published service date interval. If the Telephone Company determines that the service can be provided on the requested date, an Expedited Order Charge will apply.

A customer may also request an earlier service date on a pending Access Service Request. If the customer's request can be accommodated, a Service Date Change Charge as described in Section 3.2.2(A) will apply in addition to the Expedited Order Charge.

If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, the Expedited Order Charge will not apply.

In the event that the Telephone Company provides service on an expedited basis by customer request and the customer then delays service, an additional Service Date Change Charge as described in Section 3.2.2(A) will apply.

The Expedited Order Charge applies per order, based on the requested service date. A request to expedite service to be available the next day is a one day expedite, a request for service in two days is a two day expedite, and so on to a request for service a week from the request date is a seven day expedite. Expedited orders for same day service are not available. If the requested service date is at the published service date interval or later, no Expedited Order Charge will apply.

Rates for Expedited Order Charges are as follows:

One Day Expedite	$466.00
Two Day Expedite	456.00
Three Day Expedite	446.00
Four Day Expedite	436.00
Five Day Expedite	434.00
Six Day Expedite	432.00
Seven Day Expedite	430.00

(C)

3.2.3 Selection of Facilities for Access Service

(A) Requests for a specific circuit is not an option of the customer except as provided for under Special Facilities Routing of FIA as set forth in Section 9 following.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.4 Minimum Period

(A) The Minimum Period for which Special Access, Basic Service Elements (BSEs) and End User FIA are provided and for which charges are applicable, is one month, except as set forth in (B) through (G).

(B) The Minimum Period for Miscellaneous Services is as set forth in Section 6.

(C) The Minimum Period for Ancillary Services is as set forth in Section 8.

(D) The Minimum Period for program audio Special Access is the minimum period for which rates are established in Section 5.7.

(E) The Minimum Period for FIA provided under Special Construction provisions and for which charges are applicable is as set forth in Section 10.

(F) The Minimum Period for FGA, FGB, FGC, BSA-A, BSA-B, BSA-C, SAC Access Service and for FGD or BSA-D ordered after the conversion of an end office to equal access is one month. For the application of the minimum period charges for Switched Access Service FGB, FGC, BSA-B, BSA-C, SAC Access Service and for FGD or BSA-D ordered after the conversion of an end office to Equal Access, it is assumed the last identical capacity placed in service is the first one discontinued.

(G) For FGD or BSA-D ordered prior to the conversion of an end office to equal access and (1) cancelled prior to the conversion date, a Cancellation Charge as set forth in 3.2.6 applies or (2) cancelled on or after the equal access conversion date, a Discontinuance Charge as set forth in 3.2.7 applies.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.5 Minimum Period Charges

When FIA are discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

The Minimum Period Charge will be determined as follows:

(A) For Switched Access usage sensitive rate elements, the charge for the minimum period, or fraction thereof, is equal to the applicable rates for the actual or assumed usage for the minimum period or such fraction thereof. For Switched Access flat-rated monthly elements (i.e., Entrance Facility, Direct-Trunked Transport and Multiplexing rates), the charge for the minimum period or fraction thereof is the applicable monthly rates for the service.

(B) For Special Access, the charge is the applicable monthly rate for the service(s) as set forth in 5.7.

(C) For End User Common Lines, the charge is the applicable monthly rate for the FIA as set forth in 13.11.

(D) For FGD or BSA-D ordered prior to conversion of an end office to equal access, but cancelled after the equal access conversion date, a Discontinuance Charge as set forth in 3.2.7 applies.

(E) For part-time or occasional program audio Special Access services, the rates as set forth in 5.6.1, 5.7, and 5.8 will apply.

(F) For FGA, FGB, BSA-A and BSA-B Type service where measurement equipment is not available and the Assumed Minutes of Use Monthly Surrogate is used, the charge will be the prorated amount on a daily basis, calculated at 1/30 of the applicable rate shown in Section 4.6.7, for each day of the minimum period the facility was in service.

3.2.6 Cancellation of an ASR

(A) A customer may cancel ordered FIA on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the ASR is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.6 Cancellation of an ASR (Continued)

(A) (Continued)

For Switched Access, Tandem-Switched Transport or ASRs requesting additional trunk activation's on existing Direct-Trunked Transport facilities, the ASR shall be considered cancelled and charges as set forth in (C) and (D) following will apply. In such instances, the cancellation date shall be the 31st day beyond the original service date of the ASR.

For Special Access, Switched Access Entrance Facilities and Direct-Trunked Transport, if a customer is unable to accept service within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Special Access ASR shall be cancelled and charges set forth in (C) will apply, or

- Billing for the service will commence.

In either case, the cancellation date or the billing date shall commence on the 31st calendar day beyond the original service date of the ASR.

(B) ASR costs are considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred. These costs include but are not limited to preliminary engineering, orders to suppliers and other similar items of cost.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.6 Cancellation of an ASR (Continued)

(C) When a customer cancels an ASR for the installation of service, or a change to existing service, charges will apply as follows:

(1) When an ASR for Switched Access Service is canceled on or after the Application Date, the Cancellation Charge is calculated, on a per order basis, by multiplying the total Installation nonrecurring charges for the quantity ordered by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the service date interval) and adding the Switched Access Ordering Charge.

(2) When an ASR for Special Access Service is cancelled on or after the Application Date and before the Plant Test Date, the appropriate Service Ordering Charge will apply as set forth in 5.6.1(D)(1) following.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.6 Cancellation of an ASR (Continued)

(C) (Continued)

(2) (Continued)

When an ASR for Special Access Service is cancelled on or after the Plant Test Date, the Initial or Subsequent Ordering Charge and Service Installation Charges will apply as set forth in 5.6.1(D) following, plus any Installation Charges associated with supplemental features, multiplexing arrangements, or DS1 service.

(D) For cancellation of an ASR for Switched Access FGD or BSA-D before an end office converts to equal access, cancellation charges as set forth following will apply if the Telephone Company is notified of the cancellation within a period of 12 months prior to the scheduled service date. Cancellation charges apply to each trunk cancelled.*

When, due to a shortage of FGD or BSA-D facilities an allocation of FGD or BSA-D facilities is made, cancellation charges apply only to circuits allocated to the customer.

Cancellation charges will accrue to the maximum in equal monthly increments (i.e., maximum cancellation charge divided by 12) beginning twelve months before an end office converts to equal access. Maximum cancellation charges are listed in Section 3.2.8 following. The charge applied will be the accrued charge in the month during which notice of cancellation is received by the Telephone Company.

* FGD capacity is ordered in trunks/cancel led in trunks or ordered in BHMC/cancelled in BHMC. Cancelled BHMC will be converted to trunks as set forth in reference document New Communications of the Carolinas Inc Traffic Grade of Service Standards.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.6 Cancellation of an ASR (Continued)

(D) (Continued)

Example:

Month During Which Notice Is Received Before Conversion Date	Charge (Per Trunk Cancelled)
12	$ 68.77
11	37.54
10	206.30
9	275.07
8	343.84
7	412.61
6	481.37
5	550.14
4	618.91
3	687.68
2	756.44
1	825.21

3.2.7 Discontinuance of Switched Access FGD or BSA-D

A Discontinuance Charge applies if a customer discontinues FGD or BSA-D service provided at the conversion of an end office to equal access*. The Discontinuance Charge applies to each FGD or BSA-D trunk discontinued with one exception. When the FGD or BSA-D service is a result of an upgrade from FGB, FGC, BSA-B, BSA-C or SAC Access Service trunks in service prior to conversion to equal access, the Discontinuance Charge will only apply to the number of FGD or BSA-D trunks being discontinued that are in excess of the number of FGB, FGC, BSA-B, BSA-C or SAC Access Service trunks in service prior to conversion to equal access. However, the customer may still be liable for any Minimum Period charges as set forth in 3.2.5 that may be applicable to the FGB, FGC, BSA-B, BSA-C or SAC Access Service trunks that were in service prior to conversion. For purposes of calculating the Discontinuance Charge the Maximum Discontinuance Charge will be amortized in equal monthly increments (i.e., Maximum Discontinuance Charge divided by 12) over a 12 month period beginning on the date the end office converts to equal access. The Maximum Discontinuance Charge is equal to the FGD or BSA-D Maximum Cancellation Charge set forth in 3.2.8. The charge assessed will be the unamortized portion of the Maximum Discontinuance Charge.

3. ORDERING OPTIONS FOR FIA (Continued)

3.2 Access Service Request (Continued)

3.2.7 Discontinuance of Switched Access FGD or BSA-D (Continued)

Example:

Month During Which Notice Is Discontinued After Conversion Date	Charge (Per Trunk Discontinued)
1	$826.21
2	756.44
3	687.68
4	618.91
5	550.14
6	481.37
7	412.61
8	343.84
9	275.07
10	206.30
11	137.54
12	68.77

3.2.8 FGD or BSA-D Maximum Per Trunk Cancellation Charge

Cancellation Charge

$ 348.53

3.3 Access Service Requests For Services Provided By More Than One Telephone Company

(A) Switched or Special Access Services provided by more than one telephone company are services where one end of the Switched Transport or Special Transport facility is in the operating territory of one telephone company and the other end of the facility is in the operating territory of a different telephone company.

The ordering procedure for this service as set forth in (1) and (2) following, to be used by the telephone companies involved in jointly provided FIA Service(s). The telephone company will notify the IC, identifying which ordering procedures will apply.

3. ORDERING OPTIONS FOR FIA (Continued)

3.3 Access Service Requests For Services Provided By More Than One Telephone Company (Continued)

(A) (Continued)

(1) Single Company Billing

The telephone company receiving the ASR from the customer will arrange to provide the service and bill the customer as set forth in 2.7(A)(1) preceding. The customer will place the ASR with the telephone company as follows:

(a) For Switched Access Services the customer will place the ASR with the telephone company in whose territory the following is located:

- FGA or BSA-A - dial tone office

When the preceding is not in the same telephone company's territory as the customer designated location (CDL), the customer must supply a copy of the ASR to the telephone company in whose territory the CDL is located.

(2) Meet Point Billing

Each telephone company will provide its portion of the Switched Transport or Special Transport service within its operating territory to the meet point with the other telephone company(s). The BP will be determined by the telephone companies involved in providing the FIA service and listed in the ECA Tariff FCC No. 4.

For all Switched Access Services and all Special Access Services the order will be placed with the telephone company as specified in the Ordering and Billing Forum's Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.

3. ORDERING OPTIONS FOR FIA (Continued)

3.4 Switched Access Minimum Capacity Requirements

3.4.1 The following table provides the total capacity of the interface and the thresholds for minimum ASR requirements. When the customer requests one of the following it is required to order sufficient lines for FGA, and sufficient trunks or BHMCs for FGB, FGC, FGD and SAC Access Service to satisfy the minimum capacity. When the customer requests more than one of the same Interface Arrangements, it is required to meet the total minimum capacity of all such Interface Arrangements.

Interface Arrangement	Interface Type	Interface Name	Total Capacity (circuits)	Minimum Capacity (circuits)
1	Voice Frequency	2-Wire	1	NA
2	Voice Frequency	4-Wire	1	NA
3	Analog	Group	12	9
4	Analog	Supergroup	60	42
5	Analog	Mastergroup	600	420
6	Digital	DS1	24	17
7	Digital	DS1C	48	34
8				
9	Digital	DS3	672	471
10	Digital	DS3C	1344	941

4. SWITCHED ACCESS

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4. SWITCHED ACCESS

4.1 General

The Telephone Company adopts, for intrastate Switched Access Services, Section 4 of the Frontier Telephone Companies Tariff FCC No. 5, Facilities for Interstate Access, effective as of July 2, 2013, and any successive issues thereto. Tariff FCC No. 5 was filed with the FCC on behalf of the Telephone Company and affiliated companies and includes all the rules, regulations, rates and charges under which interstate access services will be offered. Exceptions to this adoption of the tariff schedules, if any, are as follows:

4.2 Language

(No exceptions)

4.3 Rates and Charges

	Originating	Terminating	
Local Switching Service Category			
PREM EOS 1 (BUNDLED)	$0.01365170	*	(C)
PREM EOS 2 (BUNDLED)	0.01365170	*	
NONPREM EOS (BUNDLED)	0.01365170	*	
PREM EOS 1 (UNBUNDLED) CKT SWITCHED LINE	0.01365170	*	
PREM EOS 2 (UNBUNDLED) CKT SWITCHED LINE	0.01365170	*	
NONPREM EOS (UNBUNDLED) CKT SWITCHED LINE	0.01365170	*	
PREM EOS 1 (UNBUNDLED) CKT SWITCHED TRUNK	0.01365170	*	
PREM EOS 2 (UNBUNDLED) CKT SWITCHED TRUNK	0.01365170	*	
NONPREM EOS (UNBUNDLED) CKT SWITCHED TRUNK	0.01365170	*	(C)
Local Switching Trunk Port Category			
DEDICATED TRUNK PORT – DS1, Monthly	7.75	*	(C)
DEDICATED TRUNK PORT – DS1, Monthly	21.50	*	
SHARED TRUNK PORT	0.00000000	*	(C)
Tandem Switched Transport Service Category			
TANDEM SW TERM.	0.00024970	*	(C)
TANDEM SW FACILITY	0.00002420	*	
TANDEM SWITCHING	0.00085180	*	
COMMON TRANSPORT MUX	0.00000000	*	(C)
Database Access			
BASIC DB800 PER QUERY	0.00670000	*	(C)
PREM DB800 PER QUERY	0.00670000	*	(C)

* See Frontier Telephone Companies Tariff FCC No. 5 for rate. (N)

4. SWITCHED ACCESS (Continued)

(D)

(D)

FRONTIER COMMUNICATIONS OF THE CAROLINAS INC.
SOUTH CAROLINA

Section 4
First Revised Page 3
Cancels Pages Listed Below
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5. SPECIAL ACCESS (Continued)

5.1 General

Special Access provides a transmission path to connect CDLs* within a LATA for Intrastate Telecommunications purposes. Special Access provided to a customer may be connected directly to customer facilities, through Telephone Company Hub Wire Centers where bridging or multiplexing functions are performed, and/or may be connected to access facilities of another telephone company or companies in the joint provision of Special Access Service, or may be connected to Switched Access as set forth in Section 4 preceding. Interexchange carriers are allowed to utilize Telephone Company special access, in the provisioning of IXC provided intraLATA interexchange foreign exchange and private line service. IntraLATA interexchange services must be ordered to the carrier's CDL.

The provision of Switched Access and Special Access in combination is normally for, but not limited to, the use of WATS or WATS-type Access. When Special Access is connected to Switched Access, the terms, conditions and rates for the facilities between the end user's CDL and the WATS Serving Office are as set forth in this section of the tariff; the terms, conditions and rates for the facilities between the WATS Serving Office and the IC's CDL, as well as the Switching Functionalities (e.g., end user access codes, screening) are as set forth in Section 4 of this tariff.

Special Access can be provided in either analog or digital format. Analog formats are differentiated by spectrum and bandwidth. Digital formats are differentiated by bit rate. The specific types of Special Access (e.g., Voiceband, Wideband Data Service) provided are described in 5.2 following.

5.1.1 Rate Elements

There are five basic rate elements which apply to Special Access Service:
- Special Transport (described in 5.1.1(B) following)
- Special Transport Termination (described in 5.1.1(G) following)
- Special Access Line (described in 5.1.1(C) following)
- Supplemental Features (described in 5.4 following)
- Multiplexing Arrangements (described in 5.5 following)

* Telephone Company Centrex CO-like switches are considered to be CDLs for the purpose of this tariff.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

The following is a list of New Communications of the Carolinas Inc.'s Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names.

Generic Name	New Communications of the Carolinas Inc. Name
Access to Clear Channel Transmission	Clear Channel Capability
Automatic Protection Switching	Automatic Protection Switching
Bridging	Bridging
Conditioning	Conditioning
Data Over Voice (DOV) Service	DOV Connect
Secondary Channel Capability	Digital Data Service - Secondary Channel
Multiplexing - Digital 2000	Multiplexing Arrangements

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

(A) Special Transport

(1) The Special Transport rate element provides for the transmission facilities between the serving wire centers associated with two CDLs, between a serving wire center associated with an end user's CDL and a WATS serving office, between a serving wire center associated with a CDL and a Telephone Company Hub Wire Center or between two Telephone Company Hub Wire Centers. This rate element is distance sensitive and varies with type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Wideband Data Service, etc.). Special Transport may be provided by more than one telephone company. The method of calculating applicable airline miles for rating purposes for Special Access is specified in 2.7 preceding.

(2) Special Transport may be used in conjunction with Switched Access for the purpose of provisioning Originating Only, Terminating Only or Combined Originating/Terminating Access as set forth in 4.2.5(V) following. Special Transport employed in this manner provides the FIA for the closed-end of the services between the wire center serving the end user's CDL where WATS Serving Office functions are not available and the WATS Serving Office.

When the necessary WATS Serving Office functions are not provided at the wire center, which serves the end user's CDL, the Telephone Company will designate the wire center where the WATS Serving Office functions are available.

(3) For Fractional T1 (FT1) Service, Special Transport must be ordered as Fractional Special Transport in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 SALs.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

(B) Special Access Line (SAL)

(1) A Special Access Line provides the transmission facilities between a CDL and the serving wire center of that location. This rate element varies by type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Wideband Data Service, etc.).

Installation of DS1 SAL is as set forth in 5.6.1(D)(5). The applicable rates are the nonrecurring charge and monthly rate set forth per DS1 SAL installed.

The selection of a Terminating Option, as defined in 5.3 following, is required for terminating the network portion of a Special Access Line at a CDL. Terminating Options provides a clearly delineated interface which facilitates the design, isolation, and testing of the Special Access.

One Special Access Line charge applies per CDL at which the facility is terminated. This charge will apply even if the CDL and the serving wire center are co-located in a Telephone Company building. The Special Access Line charge used with a Switching Interface, as set forth in (2) below, is applicable only for the transmission facilities between the end user's CDL and the serving wire center of that location.

The DS1Special Access Line provided under this tariff will not be billed when used with ISDN PRI that uses alternate higher capacity digital facilities for the loop transport. This includes, i.e., providing service under the Tariff FCC No. 5, Optical Networking when the optical node is at the same location, DS3s, or comparable local tariffs and special assemblies. A DS1 Special Access Line provided to the serving wire center at which the customer obtains ISDN PRI Service will be transmitted with B8ZS Clear Channel Capability per Technical Reference Publication GR-342, Issue 1.

(2) A Special Access Line may be provided in conjunction with FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C and BSA-D Switched Access Service for the purpose of Originating Only, Terminating Only or Combined Originating and Terminating Access as set forth in 4.2.1 and 4.2.2. A Switching Interface is required for the provision of this service as set forth in 4.2.5(V) preceding. The Special Access Line

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

(B) Special Access Line (Continued)

(2) (Continued)

Access Line provides the closed-end of the dedicated facilities between an end user's CDL and its serving wire center. This serving wire center may or may not be a WATS Serving Office. In those instances when the serving wire center is not a WATS Serving Office Special Transport is applicable as set forth in 5.1.1(B) preceding to the nearest Telephone Company WATS Serving Office.

The Switched Access used in conjunction with the Special Access Line provides various standard switching functionalities and optional arrangements as set forth in Section 4.2.5(V) preceding.

All Special Access Lines used with a Switching Interface are:

- provided with dial pulse address signaling or Dual Tone Multifrequency (DTMF) address signaling and either loop start or ground start supervisory signaling. The type of signaling is the option of the customer.
- available as either a two-wire or four-wire Voiceband Special Access Service (i.e., 300-3000 Hz bandwidth). Each transmission path is provided with Standard Transmission Specifications as described in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual.

All rules and regulations pertaining to Special Access are applicable to Special Access Lines used with a Switching Interface. Rates and Charges for these services are found in 5.7.5 following for two-wire and four-wire Voiceband Special Access Lines.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

(C) Supplemental Features

Supplemental Features may be added to a Special Access circuit to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific facilities, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of facilities. Although the facilities necessary to perform a specified function may be installed at various locations along the path of the Special Access circuit, including the CDL, it will be provided for as a single rate element.

Examples of Supplemental Features that are available include, but are not limited to, bridging and conditioning. Each Supplemental Feature is described in 5.4 following, and rates are set forth in 5.7 following.

(D) Multiplexing Arrangements

Multiplexing provides for arrangements to convert to single higher capacity or bandwidth circuit for bulk transport to several lower capacity or band-width circuits. Multiplexing is only available at a Telephone Company designated Hub Wire Center arranged for multiplexing. All types of multiplexing may not be available at each Hub Wire Center. Refer to Section 5.6.6 for a description of Hub Wire Center. Descriptions for each type of multiplexing arrangement are provided in 5.5 following, and rates are set forth in 5.7 following.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.1 Rate Elements (Continued)

(E) Special Transport Termination

(1) DS1 Service

The Special Transport Termination rate element applies only to the DS1 service offering. It provides the equipment and arrangements necessary to terminate the Special Transport facility at a serving wire center. One Special Transport Termination charge applies for the termination of each end of a Special Transport facility for DS1 service.

(2) Fractional T1 Service (FT1)

For Fractional T1 Service, Special Transport Termination must be ordered as Fractional Special Transport Termination in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 SALs.

5.1.2 Special Access Configurations

There are two types of facility configurations over which Special Access are provided - two-point and multipoint.

(A) Two-joint Service

A two-point configuration is a circuit which is provided to connect two CDLs, either directly connected or through a Hub Wire Center where multiplexing functions are performed, or a CDL and a WATS Serving Office.

All Special Access offerings may be provided as a two-point configuration.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.2 Special Access Configurations (Continued)

(A) Two-point Service (Continued)

With the exception of Temporary Videoband Service, applicable rate elements are:

- Special Access Lines
- Special Transport (when applicable)
- Special Transport Termination (when applicable)
- Supplemental Features (when applicable)
- Multiplexing Arrangements (when applicable)

The following diagram depicts a typical two-point service connecting two CDLs. The service is provided with the supplemental feature of Type C Conditioning:

SAL - Special Access Line
ST - Special Transport
SWC - Serving Wire Center
CDL - Customer Designated Location

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.2 Special Access Configurations (Continued)

(A) Two-point Service (Continued)

Applicable rate elements are:

- Special Access Line (2 applicable)
- Special Transport (per airline mile between SWCs)
- Supplemental Feature of Type C Conditioning (2 applicable)

In addition, a Special Access Surcharge, as set forth in 5.6.9 following, and a Message Station Equipment Recovery Charge, as set forth in 5.6.10 following may be applicable.

(B) Multipoint Service

Multipoint configuration is a circuit that is provided to connect three or more CDLs through a Telephone Company Hub Wire Center.

Only Voiceband, Program Audio, Digital Data Service facilities, and Miscellaneous Services where so designated, will be provided as multipoint configurations. There is no limitation on the number of mid-links, but the use of more than three mid-links in tandem may degrade the quality of the multipoint facilities. A mid-link is defined as the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where circuit switching devices, such as loop transfer arrangement, are located.

Multipoint service is provided in the following manner:

(1) Special Access Line per CDL to their respective serving wire centers.

(2) Special Transport between serving wire centers associated with the CDLs and the Hub Wire Center.

(3) Special Transport between Hub Wire Centers.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.2 Special Access Configurations (Continued)

(B) Multipoint Service (Continued)

(4) Supplemental Features: Bridging equipment charges for each bridging location and other Supplemental Features when applicable.

(5) Multiplexing Arrangements when applicable.

The following diagram depicts a multipoint service connecting four CDLs via two customer specified Hub Wire Centers:

SAL - Special Access Line
ST - Special Transport
SWC - Serving Wire Center
CDL - Customer Designated Location
HWC - Hub Wire Center
B - Bridging

Applicable rate elements are:

- Special Access Lines (4 applicable)
- Special Transport (5 segments, per airline between SWCs and HWCs)
- Bridging (6 applicable, one per bridge port)

In addition, the Special Access Surcharge, as set forth in 5.6.9 following, and the Message Station Equipment Recovery Charge, as set forth in 5.6.10 may be applicable.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.3 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are as set forth in Section 9 following.

5.1.4 Design Layout Report

The Telephone Company will provide to the customer the makeup of the Special Access provided under this tariff to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report and will include the following:

Cable gauge, length and loading.
Makeup (e.g., T-Carrier, two-wire, four-wire, etc.)
Specific pair of circuit assignment at the customer designated location.

The Design Layout Report will be provided to the customer within fourteen working days from the ASR Date. Updated reports will be reissued within fourteen working days whenever facilities provided to the customer are materially changed. Both the initial and updated Design Layout Reports will be provided to the customer at no charge.

5.1.5 Acceptance Testing

At the customer's request the Telephone Company will cooperatively test, at the time of installation and at no additional charge, the following parameters:

(A) For Voiceband services, acceptance testing will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise.

When the Interface Arrangement provides a four-wire voice transmission facility and the point of transmission provides two-wire voice transmission (i.e., there is a four-wire to two-wire conversion at the point of termination) balance tests are also included in acceptance testing, the Telephone Company will test the access service within the LATA.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.5 Acceptance Testing (Continued)

(B) For other analog services (i.e., Program Audio, Wideband Analog and Wideband Data Services) and for digital services (i.e., Digital Data Services and High Capacity Digital Services), acceptance testing will include tests identified in Section 5107 for the parameters applicable to the service as set forth in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual for each of these services.

When the customer requests the performance of additional cooperative tests which are not required to meet these specified performance parameters, charges as set forth in 6.6. (B) following will apply. All test results will be made available to the customer upon request.

If acceptance tests are not started within 30 minutes after pre-service tests have been completed and the customer has been notified by the Telephone Company, additional charges may apply, as set forth in 6.2 following, unless the delay is caused by the Telephone Company.

5.1.6 Ordering Conditions

Ordering conditions are set forth in detail in Section 3 preceding. Also included in that section, are other charges, which may be associated with ordering Special Access (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(A) Determination of Jurisdiction of Mixed Use Special Access Lines

When mixed interstate and intrastate Special Access Service is ordered, the jurisdiction will be determined as follows:

1. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes 10% or less of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of this tariff.

5. SPECIAL ACCESS (Continued)

5.1 General (Continued)

5.1.6 Ordering Conditions (Continued)

(A) (Continued)

2. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes more than 10% of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of the GTOC FCC No. 4 Tariff.

3. For lines in service on the effective date of this tariff, changes will be made in accordance with Section 5.6.1(D)(8). Existing customers will be allowed 90 days from the effective date of this tariff to certify by letter the jurisdiction of the lines. The customer must submit an ASR for each line changing jurisdiction.

4. Lines in service on the effective date of this tariff certified to be jurisdictionally interstate and having a maximum termination liability associated with them will not be assessed the termination liability. The customer must submit an ASR for each line changing jurisdiction no later than 90 days from the effective date of this tariff to have the termination liability waived.

(B) Special Access Jurisdictional Verification

If a billing dispute arises or a regulatory commission questions the customer's certification of the jurisdiction of the line the Telephone Company will ask the customer to provide the data used to determine the jurisdiction. The customer shall supply the data within 30 days of the Telephone Company's request. The customer shall keep records of system design and functions from which the jurisdiction can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the jurisdiction of the service.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access

There are seven generic types of Special Access offerings. They are:

- Voiceband
- Program Audio
- Videoband
- Wideband Analog
- Wideband Data
- High Capacity Digital
- Digital Data Service

Each type has its own characteristics, and are subdivided by one or more of the following:

- Transmission specifications
- Bandwidth
- Speed (i.e., bit rate)
- Spectrum

The Special Access offerings described below are comprised of a combination of the rate elements described in 5.1.1 preceding. The following descriptions indicate the most effective use for each facility. Customer use for purposes other than those indicated is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee transmission performance beyond the parameters identified in the descriptions.

The transmission performance characteristics of each Special Access offering are stated in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual. The Telephone Company will maintain existing transmission specifications on services installed prior to the effective date of this tariff, except that existing services with performance specifications exceeding the standards in the New Communications of the Carolinas Inc. Technical Interface Reference Manual will be maintained at the performance level specified in the manual. Where transmission in performance characteristics are required other than those as stated in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual, the Telephone Company will review, and where technically feasible, will develop rates and charges for the additional costs associated with provisioning the parameters. These rates and charges will be filed on an individual case basis in Section 5.9 and will apply in addition to all other applicable rates and charges.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

The customer also has the option of ordering Voiceband and analog and digital high capacity facilities to a Telephone Company Hub for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the Hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in 5.5 following. Additionally, the customer may specify supplemental features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the supplemental features available are set forth in 5.4 following.

For example, a customer may order a 3.152 Mbps facility from a CDL to a Telephone Company Hub for multiplexing to two 1.544 Mbps channels. The 1.544 Mbps channels may be further multiplexed at the same or a different Hub to Voiceband or Wideband Analog (i.e., Group level) channels or may be extended to other CDLs. Optional features may be added to either the 1.544 Mbps or the Voiceband Channels.

A customer may also order high capacity facilities from an end user's CDL to a Telephone Company Hub for the purpose of originating or terminating Special Access Lines used with a Switching Interface. High capacity to voice multiplexing is required at the Hub.

5.2.1 Voiceband

(A) Two-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. These facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. They

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.1 Voiceband (Continued)

(A) Two-Wire Voiceband Facility (Continued)

permit the simultaneous transmission of information in both directions over a circuit, but it is not possible to ensure independent information transmission in both directions. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

(B) Four-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. The facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. When terminated four-wire, they permit simultaneous independent transmission of information in both directions over a circuit. However, when terminated two-wire, simultaneous independent transmission cannot be supported. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

5.2.2 Program Audio

These facilities are arranged and provided for the transmission of audio to be broadcast or which is to be used in connection with loudspeakers, wired music, closed circuit or recordings. Audio facilities are furnished for transmission in one direction. Audio facilities may be provided on a two-point or multipoint basis.

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5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.2 Program Audio (Continued)

Program audio facilities are provided on either a full-time or part-time basis. The minimum periods for full-time and part-time service are set forth in 3.2.4, preceding. When a part-time program audio service is provided for ten or more consecutive days it will be treated as a full-time service and rated accordingly. In no event will the charge for continuous part-time program audio exceed the amount that would have been charged in the same time period for full-time program audio facilities.

Listed below are the types of Program Audio facilities that are offered under this tariff.

(A) 200 to 3500 Hz

Facilities are generally acceptable for speech quality programming and are subject to use over limited distance due to transmission factors.

(B) 100 to 5000 Hz

Facilities are generally acceptable for music and provide good quality speech programming.

(C) 50 to 8000 Hz

Facilities for the provision of high fidelity music transmission.

(D) 50 to 15000 Hz

Facilities for the provision of high fidelity music transmission. Two such facilities may be conditioned, at applicable charges, for stereo operation.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.3 Videoband

These facilities are arranged and provided for the transmission of television to be broadcast or used in connection with viewing or recording.

Facilities to be used in connection with broadcast video service must be ordered from the appropriate interstate tariff.

5.2.4 Wideband Analog

These facilities are two point and are furnished between CDLs or between a CDL and a Telephone Company designated Hub Wire Center where multiplexing is offered. The three types of Wideband Analog Facilities are:

(A) Group band facilities with a bandwidth from 60 kHz to 108 kHz for the transmission of a 12 circuit frequency division multiplexer (FDM) group.

(B) Supergroup band facilities with a bandwidth from 312 kHz to 552 kHz for the transmission of a 60 circuit FDM supergroup.

(C) Mastergroup band facilities with a bandwidth from 564 kHz to 3084 kHz for the transmission of a 600 circuit FDH Mastergroup.

5.2.5 Wideband Data Service

These analog facilities are arranged and furnished for two-point simultaneous two-way transmission of high speed data between two CDLs. These facilities are no-ally utilized for the following data speeds: 19.2 kbps, 50 kbps, 56 kbps and 230.4 kbps.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.6 High Capacity Digital

These facilities are two point and are furnished between CDLs or between a CDL and a Telephone Company designated Hub Wire Center where multiplexing is offered. High Capacity facilities may be used to provide Special Access Lines as set forth in 5.1.1(C)(2) preceding. A High Capacity to Voice multiplexing arrangement, as described in Section 5.5 following, is required at the Hub Wire Center.

(A) DS1 facilities provides for the transmission of isochronous serial data at a rate of 1.544 Mbps.

(B) DS1C facilities provide for the transmission of isochronous serial data at a rate of 3.152 Mbps.

(C) FT1 facilities are furnished for the transmission of isochronous bipolar serial data and are available at transmission rate groupings or N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6. FT1 channels are contiguous within the network and can be used to create a wideband circuit using CPE. When N x 64 FT1 is ordered in conjunction with DS1 service for multiplexing purposes, the DS1 must have Clear Channel Capability as described in 5.8.1. FT1 Service at a rate of N x 64 Kbps will only be provided where Clear Channel Capability is available in the network. Where Clear Channel Capability is not available, N x 56 Kbps service can be provided in lieu of N x 64 Kbps.

(D) DS3 facilities provide for the transmission of isochronous serial data at a rate of 44.736 Mbps. The Telephone Company will provide an electrical interface with the service unless otherwise specified by the customer.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.6 High Capacity Digital (Continued)

(E) DS3C facilities provide for the transmission of isochronous bipolar serial data at a rate of 89.472 Mbps. The Telephone Company will provide an optical interface with this service unless the service is provided via microwave, in which case an electromagnetic interface is provided, or unless the customer requests an electrical interface.

5.2.7 Digital Data service

Facilities for Digital Data Service are furnished for the simultaneous two-way transmission of synchronous data and are available at transmission speeds of: 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps or 56 kbps. Digital Data facilities may be provided on a two point or multi-point basis.

5. SPECIAL ACCESS (Continued)

5.2 Description of Special Access (Continued)

5.2.8 Miscellaneous Special Access Services

A description of each service provided under Miscellaneous Special Access Services, along with the rates is set forth in 5.8 following. Other Special Access rate elements may apply in addition to those found in 5.8.

5.3 Description of Terminating Options

Terminating Options provide a clearly delineated interface between Telephone Company and customer facilities at the point of termination at the CDL. Terminating Options facilitate the design, isolation, and testing of the Special Access. The description of each Terminating Option defines the most effective use of the Terminating Option. The technical parameters of each type of associated interface are set forth in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual. Although a customer is not restricted from alternate applications, except where such application is harmful to the network, the Telephone Company cannot guarantee technical performance for other than the applications stated below. Terminating Options are nonchargeable.

5.3.1 Narrowband

(A) 0 to 75 Baud Type 1

Provides standard open/closed 20 or 62 Ma energized interface to customer terminal equipment and converts customer terminal equipment signals to voice frequency signaling for transmission over two-wire or four-wire Voiceband network facilities suitable for voice grade to narrowband multiplexing.

(B) 0 to 75 Baud Type 2

Provides two-wire or four-wire metallic interface for customer or Telephone Company energized circuits. Telephone Company energized circuits are only available in conjunction with voice grade to narrowband multiplexing. This option does not guarantee dc current operation over special transport facilities.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.1 Narrowband (Continued)

(C) 0 to 150 Baud

Provides standard RS-232C interface to customer terminal equipment and converts customer terminal equipment signals to voice frequency signaling for transmission over two-wire or four-wire voice-band facilities.

5.3.2 Voice Grade

(A) Two-Wire Voice Grade. Non-Data Without Signaling

This option provides a two-wire interface to a customer and terminates an effective two-wire facility furnished for voice transmission only. Customer provided signalling must be limited to tones in the Voiceband. Customer provided voice band signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(B) Four-Wire Voice Grade Non-Data Without Signaling

This option provides a four-wire interface to the customer terminal equipment and terminates an effective four-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voice band. Customer provided Voiceband signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(C) Voice Grade Data Termination

This option provides a two-wire and four-wire transmission interface to a customer's private line data modem and terminates an effective four-wire facility furnished for Voiceband data transmission.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.2 Voice Grade (Continued)

(D) Two-Wire Voice Grade Station Connecting Facility Termination

This option provides a means to terminate an effective two-wire facility or an effective four-wire facility with a two-wire customer interface on a telephone, key system, PBX, ACD, or similar equipment. This option is normally used to terminate facilities that furnish foreign central office service, the station end of PBX off premises service, or private switched service network access lines. The option provides both the transmission and loop signaling functions normally associated with these services. The option is also used to terminate facilities arranged with automatic ringdown signaling. This option provides the loop and ringdown signaling with the facility.

(E) Four-Wire Voice Grade Station Connecting Facility Termination

A terminating option similar to (D) preceding used to terminate effective four-wire foreign central office service. The option provides a four-wire transmission interface to the customer terminal equipment and the loop signaling function normally associated with these services. This option provides the loop and ringdown signaling with the facility.

(F) Two-Wire Station Connection Facility Termination for the Omen End of an Off Premises PBX Extension

Terminating options are available depending on the signaling range of the PBX (or similar system) as defined in Part 68 of the FCC Rules and Regulations. Type 1 is an option requiring range extension equipment at the CDL. Type 2 is an option with no range extension equipment at the CDL. If needed, the loop signaling range equipment for Type 1 must be specifically specified, see Section 5.4.4 following for available arrangements.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.2 Voice Grade (Continued)

(G) Dial Reheating Tie Trunk Termination

Two network terminating options are provided for terminating effective four-wire transmission facilities used to furnish dial repeating tie trunk services. These options are described in terms of the interface they provide to a PBX (or similar system).

(1) Type I tie line termination provides the customer with a two-wire transmission interface and includes either a two-wire or four-wire E&M type signaling. Transmission and signaling interface options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M type signaling with the facility.

(2) A Type III tie line termination provides the customer with a four-wire transmission inter face and includes either two-wire or four-wire E&M type signaling. Transmission and signaling options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M signaling with the facility.

5.3.3 Program Audio

(A) 200 to 3500 Hz

Provides standard program audio interface levels and impedance matching to two-wire network facilities.

(B) 100 to 5000 Hz 50 to 8000 Hz and 50 to 15000 Hz

Provides standard program audio interface levels, circuit equalization and impedance matching to two-wire network facilities.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.4 Wideband Data Service

(A) Provides a Wideband Data Service Special Access interface for use in providing two-way transmission of sequential synchronous or nonsynchronous data at rates of 19.2, 50 or 230.4 Kbps; or sequential synchronous bipolar data signals at a rate of 56 Kbps over four-wire facilities.

(B) (Reserved for Future Use)

5.3.5 High Capacity Digital

(A) High Capacity Digital DS1

Provides a High Capacity Digital DSI Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 1.544 Mbps.

(B) High Capacity Digital DS1C

Provides a High Capacity Digital DS1C Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 3.152 Mbps.

(C) Fractional T1 Service

Provides a DS1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals and is limited to groupings of N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6.

(D) High Capacity Digital DS3

Provides a High Capacity Digital DS3 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 44.736 Mbps. The Telephone Company will provide an electrical interface with the service unless otherwise specified by the customer.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.5 High Capacity Digital (Continued)

(E) High Capacity Digital DS3C

Provides a High Capacity Digital DS3C Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 89.472 Mbps. The Telephone Company will provide an optical interface with this service unless the service is provided via microwave, in which case, an electromagnetic interface is provided, or unless the customer requests an electrical interface.

5. SPECIAL ACCESS (Continued)

5.3 Description of Terminating Options (Continued)

5.3.6 Digital Data Service (DDS)

Provides DDS Special Access interface for use in providing simultaneous two-way transmission of sequential bipolar data signals at transmission speeds of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps over four-wire facilities.

5.4 Description of Supplemental Features

Supplemental Features are items which can be added to a Special Access service to provide enhanced capabilities or improve its utility. References to specific uses or Special Access types indicate the most effective use for each Supplemental Feature. Customer use for other purposes or with other Special Access types is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee functional operation of Supplemental Features for these alternate applications.

Listed below are the Supplemental Features that are offered under this tariff.

5.4.1 Bridging

Bridging is the function of connecting three or more CDLs in a multipoint arrangement. Listed below are those bridging services offered under this tariff.

(A) Multipoint Data Bridging

This feature provides the capability to derive a multipoint data circuit from a single facility and is normally provided on Voiceband facilities provided for transmission of data signals. This function is provided on a per port basis. Polled multipoint data circuits are a typical application of this feature.

(B) Voice Conference Bridging

Bridging arrangement to connect multiple Voiceband facilities in order that a voice frequency input signal from any location will be reproduced at the output of all other circuit locations. This function is provided on a per port basis.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.1 Bridging (Continued)

(C) Alarm Distribution Bridging

Provides polling type bridging capabilities, band splitting filters and conversion of four-wire common terminations up to a capacity of 40 two-wire terminations. This function is offered as two tariff elements. The first element provides all shelving and common equipment for a capacity of 40 two-wire terminations. The second element provides a two-wire port. One common equipment rate element will apply to accommodate up to 40 two-wire terminations. One two-wire port charge will apply to each two-wire Special Access Line terminated in the bridge.

(D) Program Audio Bridging

An arrangement to provide multiple channel outputs from a single Program Audio or Voiceband facility. This arrangement is provided and rated on a per port basis.

(E) Data-hone Select-A-Station Bridging

Provides for the connection of a master station location to a number of remote stations. The capacity of this bridging arrangement will vary from a minimum of 21 stations to a maximum of 84 stations dependent upon the mixture of four-wire and two-wire ports equipped. This arrangement is provided per AT&T Technical Reference Publication 41014. Charges consist of a rate for either common equipment-addressable or common equipment-sequential, plus a rate for each four-wire port connected or for each two-wire port connected. Dataphone Select-A-Station Bridging is an obsolete service offering and is limited to those circuits so equipped that were in service as of June 9, 1988.

(F) DDS Bridging

Provides for a multi-junction unit (MJU) arrangement to bridge 2.4 kbps 4.8 kbps, 9.6 kbps, 19.2 kbps, or 56 kbps DDS facilities. Different speeds cannot be mixed on the same bridge. This function is provided on a per port basis.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.2 Conditioning Arrangements - Data

Data conditioning, when utilized in conjunction with effective four-wire Voiceband transmission facilities, improves the characteristics of these facilities. These improved characteristics are not represented to apply to the entire end to end facility of the customer, but only to that portion of the facility provided by the Telephone Company.

There are three types of data conditioning: Type C, Type C-Improved and Type DA. Type C and Type C-Improved conditioning control attenuation distortion and envelope delay distortion. Type DA controls the signal to C-notched noise ratio and intermodulation distortion. Type C and Type DA conditioning may be combined on the same circuit. Type C-Improved and Type DA conditioning may be combined on the same circuit.

Data conditioning is charged for on a per Special Access line basis. The parameters listed for each type of data conditioning apply from two or more CDLs located within the Telephone Company serving area. Conditioning parameters apply to each end of a two-point circuit. For multipoint circuits, the conditioning parameters apply from any CDL to either the point of interface at another CDL or the first Telephone Company bridging point depending on the circuit configuration. These parameters are not applicable to High Capacity or Wideband Analog points of interface, because there is no voice frequency test access point. In these instances the data conditioning parameters apply to the last telephone company voice frequency test access point before the High Capacity or Wideband Analog point of interface.

(A) Type C

Type C conditioning of Voiceband facilities provides a facility with the following transmission parameters enhanced to meet the values specified for Type C conditioning in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual in addition to the standard parameters for Voiceband circuits.

(1) Attenuation distortion with reference to 1004 Hz.
(2) Envelope delay distortion.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.2 Conditioning Arrangements - Data (Continued)

(B) Type C-Improved

Type C-Improved conditioning of Voiceband facilities provides a facility with the following transmission parameters enhanced to meet the values specified for Type C conditioning in Section 7000 of the New Communications of the Carolinas Inc. Technical Reference Manual in addition to the standard parameters for Voiceband circuits.

(1) Improved attenuation distortion with reference to 1004 Hz.
(2) Improved envelope delay distortion.

The customer may choose to order Improved Attenuation Distortion or Improved Envelope Delay Distortion or both configurations. The rates specified for Type C-Improved conditioning, Section 5.7.5(B), will apply regardless of the configuration specified.

(C) Type DA

Type DA conditioning of Voiceband facilities provides a facility with the following transmission parameter enhanced to meet the values specified for Type DA conditioning in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual in addition to the standard parameters for Voiceband circuits.

(1) Signal to C-notched noise ratio.

(2) Nonlinear signal to second order distortion.

(3) Nonlinear signal to third order distortion.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.3 Conditioning - Program Audio

(A) Stereo Conditioning

Provides the option of two radio program facilities which are identical in all transmission characteristics. Two Program Audio facilities are required to provide this Supplemental Feature. This feature is normally used only with Program Audio 50 to 15000 Hz facilities. Stereo Conditioning is charged on a per occurrence basis.

(B) Zero Loss

Conditioning of Program Audio facilities to provide zero loss at 1000 Hz test frequency. Zero Loss is charged on a per Special Access Line basis.

5.4.4 Signaling Arrangements

Signaling arrangements, when furnished with Voiceband transmission facilities, enable the facilities to accommodate standard telecommunications signaling protocols. Signaling arrangements provide for the conversion of one signaling method to another signaling method and/or extension of a signaling method at customer and Telephone Company interfaces and enables the transmission facilities to accommodate signaling transmission. Signaling arrangements are available with Voiceband transmission facilities to enable transmission of requested signaling formats. The third and fourth protocol characters of the Network Channel Interface (NCI) and Secondary Network Channel Interface (SEC NCI) codes as indicated on the customer's order, reflect signaling activity. Typical protocol characters contained in the NCI or SEC NCI codes that designate signaling arrangements are: AB, AC, DS, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, NO, RV and SF.

The customer identified NCI and SEC NCI codes will be considered the customer's request for signaling. The Telephone Company will endeavor to provide the specific signaling protocols requested by the customer. In those cases where facilities and equipment are not available to meet the customer's specific requests, the

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.4 Signaling Arrangements (Continued)

Telephone Company will provide the customer acceptable alternate protocols. Sections 3300, 6000 and 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual provide detailed technical descriptions of the signaling protocols normally available with each service offering. To properly provision SF signaling, when associated signaling code, is DS (PCM), additional information of SF requirements (loop signaling type DX/E&M or ringdown) must accompany the customer's order.

Signaling arrangement charges apply whenever interfaces at the customer premises or at the customer's Telephone Company serving wire center require a signaling arrangement other than those provided with the Terminating Options in 5.3.2 preceding. Signaling Arrangements will be charged on a per SAL basis. Specifically, a signaling charge applies if the signaling protocol characters in the NCI and the SEC NCI fields are different and include one of the following codes: RV, EX, SF, DX, DY, DS, AB

For the above conditions, one additional signaling charge applies for each additional leg of multipoint circuit. When a Multiplexing Arrangement is ordered that converts a single higher capacity or bandwidth circuit into several lower Voiceband circuits, the Voiceband Signaling Arrangements are provided as part of the Multiplexing Arrangement, and no additional Signaling Arrangement charges will apply.

A signaling charge applies in addition to any other applicable signaling charge when loop range extension equipment is required. The Telephone Company will obtain customer approval for signaling range extension equipment.

Listed below are the Signaling Arrangements offered under this tariff:

(A) Loop Signaling Range Extension - An arrangement to extend the metallic resistance limitations of loop type signaling.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.4 Signaling Arrangements (Continued)

5.4.4 Signaling Arrangements (Continued)

(B) Conversion of Loop or E&N Signaling to SF - An arrangement to convert loop or E&M signaling to the single frequency signaling format.

(C) E&N to DX Signaling Conversion - Conversion of E&M signaling to the DX signaling format.

(D) E&M to Loop Signaling Conversion - Conversion of E&M signaling format to the loop type signaling.

(E) Loop or E&M to PCM Signaling - Conversion of loop or E&M signaling to the digital (PCM) signaling format.

(F) Automatic Ringdown Signaling (ARD) - A signaling arrangement on a two-point Special Access which converts loop seizure at one end of the facility into ringing signal at the opposite end.

5.4.5 Echo Control

(A) Echo Suppression
An arrangement provided at the customer's request to attenuate reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo suppression is charged on a per Special Access circuit basis. Echo suppression is an obsolete service offering and is applicable only to those circuits equipped with echo suppression prior to January 1, 1987. Any service rearrangements or order acitivity on the circuits equipped with echo suppression may require a change to echo canceller as described in 5.4.5(B) following.

(B) Echo Canceller
An arrangement provided at the customer's request to cancel reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo canceller is charged on a per Special Access circuit basis.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.6 Improved Return Loss

Improved Return Loss provides for increased echo return and signaling return parameters of an effective two-wire channel. This optional feature is available with certain Voiceband services at a two-wire point of termination when the transmission interface is four-wire at one CDL and two-wire at the other CDL. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

Improved Return Loss rates and charges will apply on a per Special Access Line basis at the rates specified in 5.7.5 following. Technical parameters and the applicable Voiceband services are specified in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual.

5.4.7 Voiceband Facility Switching Arrangement

An arrangement to provide switching between two Voice-band Special Access Services. This arrangement may require a Voiceband control circuit to control the switching arrangement at an additional charge.

5.4.8 Automatic Protection Switch

Consists of special switching equipment placed at both ends of a duplicate DS1 facility (i.e., DS1, High Capacity Circuit) for automatic switching to the duplicate (standby) facility in the event the active facility is inoperative.

Duplicate facilities may terminate at a serving wire center, a CDL or both. The option provided under this tariff only includes the APS(s) located at a serving wire center(s). When the duplicate facility terminates at a CDL, the customer will be responsible for providing the associated APS and ensuring it is compatible with the Telephone Company provided switch if appropriate.

The duplicate facilities are not a part of this supplemental feature.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.9 Improved Termination Option

Improved Termination provides for a fixed 600 ohm impedance, an increased range of transmission levels, and simplex reversal (when applicable) on an effective four-wire channel. This optional feature is available with most Voiceband services with a four-wire point of termination. Telephone Company equipment is required at the customer's premises where this option is ordered.

The Improved Termination option will be ordered and rates and charges, as set forth in 5.7.5 following, will apply on a per SAL basis. Technical parameters and the applicable Voiceband services are specified in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual.

5.4.10 Improved Equal Level Echo Path Loss Option

This option provides improved echo control parameters for an effective two-wire channel at a four-wire point of termination. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

The term "Equal Level Echo Path Loss" (ELEPL) represents the measure of Echo Path Loss (EPL) at a four-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP), i.e., ELEPL EPL - TLP (send) + TLP (receive).

Improved ELEPL rates and charges will apply on a per SAL basis at the rates set forth in 5.7.5 following. Technical parameters are specified in Section 7000 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual.

5. SPECIAL ACCESS (Continued)

5.4 Description of Supplemental Features (Continued)

5.4.11 Digital Data Service Secondary Channel

This feature is offered on an optional basis to customers of Digital Data service. It is a separate, slower speed digital channel that operates in parallel with the companion Digital Data Service primary channel. The secondary channel allows for remote control and testing of the network and peripheral devices without taking the network out of service and without lowering the speed of the primary Digital Data Service channel.

Rates and charges as set forth in 5.7.15(C) will apply on a per Digital Data service SAL basis (each end of a two-point circuit and all ends of a multi-point circuit).

The provisioning of this option to existing Digital Data Service requires the discontinuance of the existing Digital Data Service and the establishment of new Digital Data Service for both ends of a two-point circuit and all ends of a multi-point circuit. The Initial Ordering Charge plus the Service Installation Charge, as specified in 5.6.1(D) will apply. These charges are in addition to the nonrecurring charges associated with the installation of Digital Data Service.

This feature is available for all speeds of Digital Data Service however, due to technical limitations, cannot operate and therefore, is not available on 56 Kbps digital data service that requires the installation of loop repeater equipment.

5. SPECIAL ACCESS (Continued)

5.5 Description of Multiplexing Arrangements

Multiplexing Arrangements provide the function to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Cascading multiplexing occurs when a high capacity analog or digital channel is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further demultiplexed. For example, a DS1C may be de-multiplexed to two DS1 facilities and then the DS1 facilities may be further de-multiplexed to 24 Voiceband channels.

When cascading multiplexing is performed in the same or different Hub Wire Center, a charge for the additional multiplexing unit will also apply when cascading multiplexing is performed at a different Hub Wire Center, Special Transport will also apply between the involved Hub Wire Centers.

Listed below are the multiplexing arrangements offered under this tariff.

(A) Voice to Narrowband

An arrangement that multiplexes sixteen 0 to 75 baud narrowband circuits to a single voice grade circuit, or a single voice grade circuit to sixteen 0 to 75 baud narrowband circuits.

(B) Group to Voice

An arrangement that multiplexes twelve voice grade circuits to a single wideband analog group band circuit, or multiplexes a single wideband analog group band circuit to twelve voice grade circuits.

(C) Supergroup to Group

An arrangement that multiplexes five wideband analog group band circuits to a single wideband analog supergroup band circuit, or multiplexes a single wideband analog supergroup band circuit to five wideband analog group band circuits.

5. SPECIAL ACCESS (Continued)

5.5 Description of Multiplexing Arrangements (Continued)

(D) Mastergroup to Supergroup

An arrangement that multiplexes ten wideband analog Supergroup band circuits to a single wide-band analog Mastergroup band circuit, or multiplexes a single wideband analog Mastergroup band circuit to ten wideband analog Supergroup band circuits.

(E) DS1 to Voice

An arrangement that multiplexes twenty-four voice grade circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to twenty-four voice grade circuits. If this DS1 terminates in a DDS hub, a channel(s) of the DS1 can be used to provide DDS; however, DDS service stops at the DS1 interface. Multiple channels may be required to provide individual Program Audio Channels.

Up to 16 channels of this DS1 can be used for Direct Digital Service (DDS-like service) with the assurance that circuit performance parameters will be met. If more than 16 channels are used for DDS-like service, the performance parameters for the DS1 and all circuits riding the DS1 will not be guaranteed.

FT1 can be used in conjunction with DS1 to Voice Multiplexing in groupings of N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6, to a single DS1 digital circuit at a rate of 1.544 Mbps.

(F) DS1C to Voice

An arrangement that multiplexes forty-eight voice grade circuits to a single DS1C digital circuit at a rate of 3.152 Mbps, or multiplexes a single DS1C digital circuit at a rate of 3.152 Mbps to forty-eight voice grade circuits.

(G) DS1C to DS1

An arrangement that multiplexes two DS1 digital circuits to a single DS1C digital circuit at a rate of 3.152 Mbps, or multiplexes a single DS1C digital circuit at a rate of 3.152 Mbps to two DS1 digital circuits.

5. SPECIAL ACCESS (Continued)

5.5 Description of Multiplexing Arrangements (Continued)

(H) DS3 to DS1

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mops, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DSI digital circuits.

(I) DS3C to DS1

An arrangement that multiplexes fifty-six DS1 digital circuits to a single DS3C digital circuit at a rate of 89.472 Mbps, or multiplexes a single DS3C digital circuit at a rate of 89.472 Mbps to fifty-six DS1 digital circuits.

(J) Group to DS1

An arrangement that multiplexes two wideband analog groupband circuits to a single DSI digital circuit at a rate of 1.544 Mops, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to two wideband analog groupband circuits.

(K) Digital Data Carrier Multiplexer

An arrangement that multiplexes a single DS1 1.544 Mops digital circuit to twenty-three DSO digital ports for connection to either a subrate data multiplexer as described in 5.5(M) following or 56 Kbps digital circuits.

(L) Digital Data Subrate Multiplexer

Used with cascading multiplexing, the Digital Data Subrate Multiplexer is an arrangement that multiplexes the following quantities of subrate digital data circuits into a single DSO port: 1) twenty 2.4 kbps, 2) ten 4.8 kbps or 3) five 9.6 kbps. In turn, the DSO digital port then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 5.5(L) preceding.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for Special Access Service.

5.6.1 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that a Special Access is provided. For billing purposes, each month is considered to have 30 days.

(B) Daily Rates

Daily rates are recurring charges that apply to each 24 hour period or fraction thereof that a part-time Program Audio Special Access Service is provided. This 24 hour period is not limited to a calendar day. When part-time Videoband service is requested rates will be developed on an Individual Case Basis. When part-time Program Audio service is provided for ten or more consecutive days it will be treated as a full-time service and monthly rates will apply. In no event will the charges for continuous part-time Program Audio service exceed the amount that would be charged in the same time period for full-time service.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of service or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are those listed below.

(1) Special Access Ordering Charges

Special Access Ordering Charges are associated with the work performed by the Telephone Company in connection with the receiving, recording and processing of customer service requests. There are two types of service ordering charges.

(a) Initial Ordering Charge - Special Access

This charge applies on a per Access Service Request (ASR) basis, including those requests to add additional terminations to an existing service.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.1 **Types of Rates and Charges** (Continued)

(D) Nonrecurring Charges (Continued)

(1) Special Access Ordering Charges (Continued)

(b) Subsequent Ordering Charge - Special Access

This charge applies on a per ASR basis for modifications to an existing service. This would include activities such as:

Additions of supplemental features and multiplexing arrangements.

Changes in the type of transport rate option from Switched Transport to Special Transport for FGA and FGB Switched Access Service as described in 4.1 preceding.

(2) Service Installation Charge

The Service Installation Charge is associated with the work performed by the Telephone Company in connection with the physical installation activities involving central office and/or outside plant facilities. This charge applies on a per SAL basis for the installation of service, and for additional terminations to existing service.

This charge does not apply to installations involving DS1 SAL service. The installation charge for this service is set forth in 5.6.1(D) (5) and (6) following. In addition, this charge will not apply to part-time Program Audio SALs which are left in place and reused.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.1 **Types of Rates and Charges** (Continued)

(D) Nonrecurring Charges (Continued)

(3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to a pending ASR for Special Access Service which requires engineering review. Design changes include such things as the addition or deletion of supplemental features or changes in the terminating options. Design changes do not include a change of IC CDL or end user premises when its serving wire center changes or Special Access service type (e.g., 2-wire or 4-wire Voiceband or Voiceband to Program Audio, etc.). Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR. The cancellation charges apply as set forth in 3.2.6 preceding.

The Telephone Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply.

The Design Change Charge, as set forth in 5.7.1 following, will apply on a per ASR per occurrence basis, for each ASR requiring a design change.

If a change of service date is required, the Service Date Change Charge as set forth in Section 3 preceding will also apply.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(4) Installation of Supplemental Features and Multiplexing Arrangements

Nonrecurring charges apply for the installation of supplemental features and multiplexing arrangements available with Special Access service. The charge applies whether the feature or multiplexing arrangement is installed coincident with the initial installation of service or at any time subsequent to the installation of service. These charges are in addition to the appropriate Special Access Ordering Charge as set forth in 5.6.1(D)(1) preceding.

(5) Installation of DS1/DS3 Special Access Lines

(A) DSI Standard Arrangements

There are two levels of NRC and monthly charges for the installation of a DS1 SAL as set forth in 5.7.10(A). The "First System" charge is assessed per SAL for the first DSI service ordered by a customer between CDLs or a hub wire center. When the same customer requests additional DSI service on the same ASR, to be installed at the same time and between the same CDLs as the "First System" DSI SAL, the lesser charge under "Additional System" will apply.

(B) DS1 Optional Payment Plan (OPP) Arrangements

Customers subscribing to the OPP arrangements at rates set forth in 5.7.10(C) will not be assessed the nonrecurring charge (NRC) for installation of the "First System" DS1 SAL. For each "Additional System" DS1 SAL, the NRC as set forth in 5.7.10(A) will apply. In

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(5) Installation of DS1/DS3 and FT1 Special Access Lines (Continued)

(B) (Continued)

addition, under an OPP, the "Additional System" DSI SAL may be ordered as set forth in 5.6.12(A) at any time by the same customer between the same CDL and its serving wire center or hub wire center as the "First System" DSI SAL.

(C) Fractional T1 Standard Arrangements

Customers subscribing to Fractional T1 month-to-month service, at rates set forth in 5.7.17, will be assessed a nonrecurring charge. The NRC is assessed per SAL for Fractional T1 service ordered by a customer between CDLs or a hub wire center.

(D) Fractional T1 Optional Payment Plan (OPP) Arrangements

Customers subscribing to the Fractional T1 OPP arrangements, at rates set forth in 5.7.17, will not be assessed a nonrecurring charge (NRC) for initial installation of a Fractional T1 SAL.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(5) Installation of DS1/DS3 and FT1 Special Access Lines (Continued)

(E) DS3 Arrangements

There are two levels of charges for the installation of 3/12 capacity DS3 SAL as set forth in 5.7.11 and 5.7.12. The "First System" charge is assessed for the first DS3 SAL ordered by a customer. When the same customer requests additional DS3 SALs, to be installed between the same locations, the "Additional System" charge will apply for each SAL up to the maximum capacity of the system ordered.

For individual noncapacity DS3 service, the charge for installation will apply at the same rate per DS3 SAL.

In addition to charges in (A), (B) and (C) above, the appropriate Special Access Ordering Charge as set forth in 5.6.1.(D)(1) will apply.

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5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(6) Installation of Digital Data Service Special Access Line

There are two nonrecurring charges associated with the installation of DDS SAL facilities. The first is for the provisioning of the SAL, Section 5.7.1, Service Installation Charge. The second is for the provisioning of the customer specified transmission speed of 2.4, 4.8, 9.6, 19.2 or 56 Kbps; the nonrecurring charge as specified in Section 5.7.15(A) will apply. At initial installation, or for the provisioning of additional DDS SAL facilities, both charges apply. For a change request, the provisioning of a higher or lower transmission speed associated with existing facilities, only the nonrecurring charge as specified in 5.7.15(A) per changed SAL will apply.

(7) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or involve an actual physical change to the service. Changes to pending orders are set forth in 3.2.2 preceding.

Changes in the type of service will be treated as a discontinuance of the service and an installation of a new service.

Changes in the physical location of the point of termination are treated as moves which are described and charged for as set forth in 5.6.4 following.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(7) Service Rearrangements (Continued)

Changes in ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service. The Initial Ordering Charge - Special Access and any appropriate Minimum Period Charges will apply per service, per change.

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Special Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change name, same customer (i.e., the customer of record does not change but rather the customer of record changes its name),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number,
- Change of agency authorization, and
- Change in jurisdiction involving no physical changes to the service.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.1 **Types of Rates and Charges** (Continued)

(D) Nonrecurring Charges (Continued)

(7) Service Rearrangements (Continued)

All other service rearrangements will be charged for as follows:

- If the change involves the addition of another termination to an existing multi-point service, the Initial Ordering Charge - Special Access will apply plus the Service Installation charge for each location added.

- If the change involves the addition of supplemental feature or multiplexing arrangement, the Subsequent Ordering Charge - Special Access will apply plus the installation charge associated with the supplemental feature or arrangement.

- If the change involves changing the type network interface only, with no change in facility, the Subsequent Ordering Charge -Special Access will apply plus an amount equal to one half of the Service Installation charge for each location changed.

- If the change involves changing a two-wire service to a four-wire service or vice versa, the Subsequent Ordering Charge - Special Access will apply plus the Service Installation charge for each location changed.

- If the change involves the retermination of an existing circuit within the wire center only, in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge - Special Access will apply plus an amount equal to one half the Service Installation charge.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.1 Types of Rates and Charges (Continued)

(D) Nonrecurring Charges (Continued)

(7) Service Rearrangements (Continued)

- If the change involves the retermination of an existing circuit within a wire center and a change in the facilities involved (i.e., reroute), in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge - Special Access will apply plus the Service Installation charge for the location involved.

- In cases where multiple service rearrangements or an additional termination or a move and a service rearrangement are requested on a single ASR, the total charge will never exceed the full nonrecurring charge for the basic service.

5.6.2 Minimum Periods

Special Access is provided for a specified minimum period. Minimum periods and minimum period charges are described in Section 3 preceding.

5.6.3 Mileage Measurement

This mileage to be used to determine the monthly rate for the Special Transport is calculated on the airline distance between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office). Where the calculated miles include a fraction, the value is always rounded up to the next full mile. Where the calculated value is zero, no Special Transport mileage is charged.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.3 Mileage Measurement (Continued)

When there is a Hub Wire Center involved, the Special Transport mileage will be measured from the Hub Wire Center to the serving wire centers of each of the CDLs connected to the hubbed facilities. Mileage is computed for each section and rates are applied accordingly. However, when a Special Access facility is routed through a Hub Wire Center for purposes other than customer specified such as bridging or multiplexing (e.g., the Telephone Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the wire centers serving the CDLs.

The rates for the mileage are applied per airline mile. The serving wire center V&H coordinates and the method of calculation are specified in the ECA Tariff FCC No. 4.

5.6.4 Moves

A move involves a change in the physical location of the point of termination of Special Access. The charge for the move depends on whether the move is within the same CDL or to a different CDL.

(A) Same CDL

When the move is to a new point within the same CDL (same address, and/or same building), the charge for the move will be the Subsequent Ordering Charge - Special Access plus an amount equal to one half the appropriate installation charge for the service termination affected. There will be no change in the minimum period requirements.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.4 Moves (Continued)

(B) Different CDL

When the move is to a different CDL (different address and different building), except as specified below, it will be treated as a disconnect and an installation of service. The Initial Ordering Charge - Special Access will apply plus the appropriate installation charge for the service termination(s) affected. A new minimum period will be established for the Special Access Service. The customer will remain responsible for all minimum period charges associated with the disconnected Special Access Service.

When the move is to a different CDL in the same serving wire center and the customer and customer's end user remain the same and no lapse in service occurs, a change ASR is required.The Subsequent Ordering Charge - Special Access will apply plus the appropriate installation charge for the service termination(s) affected. Special Construction as set forth in Section 10 may also be applicable at the different CDL.

A move normally involves an interruption of Special Access for the period required to complete the move. No credit allowance will be granted for that period.

A customer may request that Special Access not be interrupted during a move. To comply with that request, it may be necessary to install a duplicate Special Access, and subsequently discontinue the existing Special Access. Charges, monthly and nonrecurring, will apply for the duplicate Special Access. A new minimum period will be established for the duplicate portion of the special Access, depending on which end of the Special Access is moved. The customer will remain responsible for all minimum period charges associated with the corresponding portion of the disconnected Special Access.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.5 Rates and Charges on an Individual Case Basis

(A) The monthly rates and nonrecurring charges for the following service offerings will be developed on an Individual Case Basis:

- Videoband Facilities
- Wideband Analog - Group Band Facilities
- Wideband Analog - Supergroup Band Facilities
- Wideband Analog - Mastergroup Band Facilities
- Wideband Data Facilities
- High Capacity Digital DS1C (3.152 Mbps) Facilities
- High Capacity DS3 (89.472 Mbps) Facilities

(B) The monthly rates and nonrecurring charges for the following Multiplexing Arrangements will be developed on an Individual Case Basis:

Group to Voice
Supergroup to Group
Mastergroup to Supergroup
DS1C to Voice
DS1C to DS1
DS3C to DS1
Group to DS1

(C) The monthly rates and nonrecurring charges for the following Supplemental Features will be developed on an Individual Case Basis:

Dataphone Select-a-Station Briding Common Equipment - Addressable.

Dataphone Select-a-Station Briding - Each Four-Wire Port.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.6 Hub Wire Centers

A Hub Wire Center is a Telephone Company designated serving wire center at which bridging or multiplexing arrangements are provided. Bridging is used to connect three or more CDLs in a multipoint arrangement. The multiplexing arrangements channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Although Hub Wire Centers are defined as serving wire centers at which bridging or multiplexing arrangements are performed, they are not limited to providing these functions and may provide any other types of Special Access services offered in this tariff. For example, the Telephone Company will designate certain Hub Wire Centers for Program Audio service offerings.

The Telephone Company will designate the Hub Wire Center locations. Different locations may be designated as Hub Wire Centers for different functions, such as bridging or multiplexing arrangements, for different facility capacities (e.g., multiplexing from digital to digital may occur at one wire center while multiplexing from digital to analog may occur at a different wire center). The location of Hub Wire Centers and the types of hubbing functions offered at that location are identified in the ECA Tariff FCC No. 4.

Some of the types of multiplexing provided include the following:

- from higher to lower bit rate,
- from higher to lower bandwidth,
- from digital to voice grade service.

The transmission performance for the end to end Special Access provided from CDLs will be that of the lower capacity or bit rate. For example, when a DS1 Special Access is multiplexed to voice frequency circuits, the transmission performance will be Voiceband, not High Capacity.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.6 Hub Wire Centers (Continued)

The Telephone Company will commence billing the monthly rate for the Special Access Line and Special Transport for the High Capacity facility to the Hub Wire Center as of the service date, even though individual services utilizing those facilities may not be installed until a later date. If the customer has designated the type of multiplexing to be provided with the High Capacity facility, the nonrecurring charge for the Multiplexing Arrangement will be billed to the customer at the same time, and the billing for the monthly rate will begin.

Individual Special Access rates (by Special Access type) will apply for the Special Access Line and additional Special Transport facilities (if required) for each channelized Special Access. These will be billed to the customer as each individual Special Access is installed.

A customer may order full-time and/or part-time Program Audio Services between two CDLs, or between a CDL and a Hub Wire Center, and will be billed accordingly at the rates set forth in Sections 5.7.6, 5.7.7, 5.7.8 and 5.7.9 following.

At the request of the customer, the full-time and/or part-time services provided to a Hub Wire Center may be connected together in the following configurations: full-time to full-time, full-time to part-time, or part-time to part-time.

The rates that apply for Program Audio Services between each CDL and the Hub Wire Center are Special Transport, if applicable, and Special Access Line. In addition, rates for Supplemental Features may be applicable.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.7 Shared Use Analog and Digital High Capacity Services

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched and Special Access based on the relative proportion of channels used for switched and special access in the following manner.

If the facility is ordered as Special Access, rating as Special Access will continue until such time as a portion of the available capacity is used to provide Switched Access service. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Switched Access and the number of remaining channels on the Special Access facility according to the following formula:

- The total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Special Access Charge times the number of channels remaining for Special Access divided by 24 for DS1 or 672 for DS3.

If the facility is ordered as Switched Access, rating as Switched Access will continue until such time as a portion of the available capacity is used to provide Special Access service. As individual channels are activated for Special Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the following formula:

- The total shared use charge is equal to the Monthly Special Access Charge times the number of channels used for Special Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly Switched and Special Access rate used will be the appropriate rate (Special Access SAL, Transport and/or Multiplexer and Switched Access Entrance Facility, Direct-Trunked Transport and/or Multiplexer) for the underlying shared use facility, i.e., if the underlying facility is a Special Access DS1 service, the corresponding Switched Access DS1 Transport will be used to determine the Switched Access monthly charges.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.7 Shared Use Analog and Digital High Capacity Services (Continued)

5.6.8 Special Access Surcharge

Pending the development of techniques to accurately measure usage of local facilities, which are interconnected by users by means of intrastate telecommunications, a surcharge of $25.00 per service per month will be assessed to a two point Special Access Service, and to each additional Special Access Line when the service is configured as multipoint. The Special Access Surcharge will also be assessed upon Wideband Analog and High Capacity Digital and FT1 Services on a voice equivalent basis. The voice equivalency for these type service is as follows:

- High Capacity DS1 equates to 24 Voiceband Facilities
- High Capacity DS1C equates to 48 Voiceband Facilities
- High Capacity DS3 equates to 672 Voiceband Facilities
- High Capacity DS3C equates to 1344 Voiceband Facilities
- Wideband Group equates to 12 Voiceband Facilities
- Wideband Supergroup equates to 60 Voiceband Facilities
- Wideband Mastergroup equates to 600 Voiceband Facilities

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.8 Special Access Surcharge (Continued)

The Special Access Service will be exempted from the monthly surcharge if the customer provides the Telephone Company written certification that the termination is one of the following:

(1) The open end termination (dial tone end) of a Foreign Central Office Line, Common Control Switching Arrangement (or equivalent) or Off Network Access Line (ONAL).

(2) Any termination of an analog circuit used for radio or television program transmission.

(3) Any termination of a line used for telex service.

(4) Any termination of a line by nature of its operating characteristics and nature of connection could not make use of common lines.

(5) Any line termination, other than (1) through (4) preceding, which is subject to the following charges: (a) Carrier Common Line, (b) End Office Switching, and (c) Switched Transport.

(6) A termination that the customer certifies to the Telephone Company is not connected to a PBX or other device capable of interconnecting the Special Access Service to the local network. If the PBX or other device has been configured either through software programming or physical restrictions not to access the local network, then the customer may file the surcharge exemption for the Special Access Service terminating on this equipment.

In order for the Telephone Company to determine the application of the surcharge with respect to specific services, the customer must report the intended use of all services when placing ASRs for Special Access Service. In addition, when ordering High Capacity Analog or Digital services, the customer must report the use for each voice equivalent circuit of the high capacity service. When any circuit is reported wholly used in any manner described in (1) through (6) preceding, the surcharge will not apply. If the intended use is not reported, the surcharge will apply.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.8 Special Access Surcharge (Continued)

If, at any time after the installation of a service which is subject to the surcharge, the customer reports that the service is being used consistently with any exception listed above, the Telephone Company will credit the customer for the surcharge. Credit will not be given beyond the receipt date of the certification for exemption.

5.6.9 Message Station Equipment Recovery Charge

Message Station Equipment Recovery Charge is a charge to recover that portion of message station equipment which is assigned to Special Access Service.

In accordance with CC Docket 83-1145 Memorandum Opinion and Order adopted by the Federal Communications Commission on November 8, 1984, and released on November 9, 1984, this charge is assessed on those equivalent lines subject to the Special Access Surcharge as set forth in 5.6.9 preceding. The rate for the Message Station Equipment Recovery Charge is set forth in Section 5.7.2 following.

5.6.10 DS3 High Capacity Service

(A) DS3 Rate Structure

DS3 (44.736 Mbps) High Capacity Service Special Access Lines (SALs) are offered under two options, Option 1 and Option 2.

Option 1: The DS3 SAL will be provided at two levels of capacity systems. The 44.736 Mbps DS3 SAL channel capacity is as follows:

3 DS3 channels capacity
12 DS3 channels capacity

Within each capacity system, a customer may order individual and/or multiple 44.736 Mbps DS3 SALs up to the maximum number of individual channels available within each system. The rates for a DS3 SAL based on system capacity apply to either a DS3 three/twelve capacity system. The SAL for the

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(A) DS3 Rate Structure (Continued)

First DS3 service in the three/twelve capacity system has distance sensitive rates per 1/4 airline mile. The SALs for the Additional DS3 service (maximum of two) in the three-capacity system, (maximum of 11) in the twelve-capacity system, ordered by the same customer between the same locations, have nondsitance sensitive rates. No reduction of the DS3 SAL rates (First/Each Additional) will apply regardless of the quantity of DS3 services purchased within the system capacity.

Option 2: A 44.736 Mbps DS3 SAL may be ordered by the customer on an individual noncapacity system level. DS3 SALs purchased under Option 2 will be charged at the same rate per SAL regardless of the quantity of DS3 services ordered. Prior to confirming the ASR, the Telephone Company will inquire and verify the availability of 44.736 Mbps DS3 interfaces at the CDL(s). If an interface at the CDL(s) exists, or is available that requires no physical change in the existing CDL configuration of services, the ASR will be confirmed and processed. If these conditions are not present, the customer will be advised and no charge will be assessed for the unissued ASR. Should the customer still choose to order DS3 service as provided under Option 1, the customer must submit a new ASR. The rates for a 44.736 Mbps DS3 SAL provided on an individual noncapacity system level have distance sensitive rates per 1/4 airline mile applied to each DS3 SAL.

A customer may order the same or different level of capacity DS3 SALs for the CDL(s) at which two-point DS3 service is terminated.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(A) DS3 Rate Structure (Continued)

DS3 SALs may be purchased at rates as set forth in 5.7 for a protected or unprotected DS3 service. A protected DS3 service provides a spare transmission path (transmit and receive) connected via an automatic protection switch. Failure in the primary equipment will automatically divert traffic to the spare transmission path. An unprotected DS3 service has only one transmission path (transmit and receive) and will not recover in the case of an equipment failure until a repair or replacement task has been performed.

When a customer requests the disconnect of a DS3 service in the three/twelve capacity system, the disconnect steps are applied on a last in, first out basis. When only the First DS3 service exists on a three/twleve capacity system, that service will be disconnected.

In addition to the above charges, the appropriate Special Access Ordering Charge as set forth in 5.6.1(D)(1) will apply. Any costs associated with Special Construction as set forth in Section 10 will also apply.

DS3 Special Transport contains two rate elements. There is a fixed rate per Special Transport termination and a distance sensitive rate per airline mile per DS3.

(B) DS3 Special Access Line Mileage Measurement

The mileage for the distance sensitive DS3 SALs will be calculated using V and H coordinates, when available for the CDL, to determine the number of chargeable 1/4 airline miles. Where V and H coordinates do not exist for the CDL, the mileage will be determined using the GTOCs local exchange area maps. These maps will be made available for a customer's review upon their request. Local exchange area maps are available at the headquarters of each GTOC and also on file with each state regulatory commission.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(C) Minimum Service Periods

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 service within a 3/12 capacity level can have a different minimum service period. Each DS3 SAL of a two-point DS3 service must have the same minimum service period.

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, they will receive full credit for the amount of time they were under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one year minimum service period, after six months decided to select the three year minimum service period, will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

(D) Expiration of Minimum Service Period

At the expiration of a minimum service period, the Telephone Company will continue to bill the customer at the same rate level unless the customer chooses to discontinue or converts to a different minimum service period.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(D) Expiration of Minimum Service Period (Continued)

When a customer retains DS3 service(s) for the duration of a minimum service period, the termination liabilities expire. As long as the customer makes no physical changes to the configuration of service(s), the customer will no longer be liable for early termination discontinuance charges regardless of the minimum service period rate level. Should a customer choose to disconnect a DS3 service having satisfied the minimum service period termination liabilities, the disconnect steps will still be applied as specified in 5.6.11(A).

(E) Discontinuance Without Liability - DS3 Minimum Service Period

Should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

(F) Discontinuance With Liability - DS3 Minimum Service Period

When a DS3 service is discontinued prior to the end of the first year of service, the customer will be liable for 100% of the remaining portion of the first year's monthly charges. In addition, the customer will be liable for 70% of the second year, 60% of the third year, 50% of the fourth year, 40% of the fifth year, 30% of the sixth year, and 20% of the seventh year, of the total monthly charges in effect at the time of disconnect for the remaining portion of the minimum service period.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(F) Discontinuance With Liability - DS3 Minimum Service Period (Continued)

When DS3 service is discontinued beyond the first year of service, with the exception of the one year minimum service period, the customer will be liable for 70% of the total monthly charges for the next 12 month period following the discontinuation date, 60% of the total monthly charges for the 13th through the 24th months following the discontinuation date, 50% of the total monthly charges for the 25th through 36th months following the discontinuation date, 40% of the total monthly charges for the 37th through 48th months following the discontinuation date, 30% of the total monthly charges for the 49th through 60th months following the discontinuation date, 20% of the total monthly charges for the 61st through 72nd months, as applicable, for the remaining portion of the minimum service period in effect at the time of disconnect.

(G) Notification of Discontinuance

Notice of discontinuance must be given by the customer at least thirty days prior to actual discontinuance. Monthly charges will apply for a period of thirty days from the date the Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(H) Upgrade to a Larger Capacity System (Protected or Unprotected

At the customer's option, upgrades from a smaller capacity system to a larger capacity system will be allowed with the following charges being applied:

Smaller System - The charge would be computed as three times the NRCs of the original system's element(s) divided by the number of months in the original minimum service period times the number of remaining months in the original minimum service period.

Larger System - All appropriate NRCs for the larger capacity system would apply. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the larger capacity system.

(I) Downgrade to a Smaller Capacity System (Protected or Unprotected)

Downgrades from a larger capacity system to a smaller capacity system will not be allowed without the full assessment of the liabilities described in Paragraph 5.6.11(E) for the original larger system, plus the full application of all charges for the smaller system. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the smaller capacity system.

Should the customer request to change from protected to unprotected DS3 SALs or from unprotected to protected DS3 SALs without upgrading or downgrading the capacity system, a new minimum service period will be required. All appropriate NRCs and full assessment of the remaining liabilities will be applicable.

5. **SPECIAL ACCESS** (Continued)

5.6 **Rate Regulations** (Continued)

5.6.10 **DS3 High Capacity Service** (Continued)

(M) Partitioned Billing Arrangement(PBA)

Partitioned Billing Arrangement (PBA) is a service arrangement that allows a customer with DS3 3/12 capacity service to partition (separate) the DS3 service(s) to terminate on a customer by customer basis. The same customer must order and be billed for the DS3 3/12 capacity SALs and each terminating DS3 SALs within a PBA. The customer may order the same or different level of capacity DS3 SAL for the CDL(s) at which the partitioned DS3 service is terminated.

When a customer orders the first DS3 3/12 capacity system, the customer will be rated a 3/12 capacity "First" DS3 SAL at a CDL. The same customer can then order the "Additional" DS3 SALs at the same CDL at any time without ragard to the terminating end of the service. Based on the ordered capacity level (1 or 3/12), each CDL at which the partitioned DS3 service is terminated will be rated a "First" or "Individual" DS3 SAL and for any subsequent SAL at the same CDL will be rated an "Additional" or again "Individaul" DS3 SAL. All other associated rate elements or additional features are applicable at the tariffed rates and regulations.

A PBA can involve multiplexing arrangements. A DS3 3/12 capacity service can be partitioned to a multiplexer in lieu of a CDL. If the PBA is not located in the multiplexer hub wire center, special transport will also be applicable to terminate the partitioned DS3 SAL to the multiplexing arrangement.

when ordering PBA, the customer will be required to provide information on the ASR necessary for the Telephone Company to complete the order. For each PBA, the ASR must specify the access service group (ASG) and the "First" DS3 circuit identification (ECCKT) at both CDLs in the partitioned arrangement.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.10 DS3 High Capacity Service (Continued)

(M) Partitioned Billing Arrangement(PBA) (Continued)

Each 3/12 capacity DS3 service is considered a separate PBA. A customer may have multiple PBAs at a CDL. The rates and regulations described herein apply on a per PBA basis.

A customer with existing DS3 service(s) may choose to convert to a PBA. Conversion will require the customer to issue discontinuance of service ASR(s) on the existing DS3 service(s) and establishment of new service ASR(s) to each terminating CDL in the PBA. If no physical changes to the service(s) are required, only the Initial Ordering Charge - Special Access will apply. Should the customer choose to order new service or discontinue existing service in conjunction with converting to a PBA, all associated charges and any remaining termination liabilities will apply.

5.6.11 Optional Payment Plan (OPP)

(A) General

(1) The terms and conditions specified herein are applicable to DDS, DS1 and FT1 services. Additional terms and conditions for DS1 OPP are set forth in 5.6.12(H). Additional terms and conditions for DDS are set forth in 5.6.12(J). Additional terms and conditions for FT1 OPP are set forth in 5.6.12(I).

(2) Only the Special Access Line (SAL) rate element is available under an OPP. All other associated rate elements or additional features are available at the standard month-to-month tariffed rates and regulations.

(3) FT1 and DS1 OPP SAL rates will not be greater than standard month-to-month SAL rates. FiberConnect is not available on a month-to-month basis.

(4) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(A) General (Continued)

(5) Payment periods of one year, three year, and five year are available to all customers at the applicable rates set forth in 5.7.10(C) and 5.7.15(A) regardless of when they subscribe to an OPP arrangement.

(6) The customer must designate on the ASR the payment period for the OPP.

(7) Inside moves, provided in accordance with 5.6.4, will not incur termination liability charges.

(8) Outside moves provided in accordance with 5.6.4 (B)(2) will allow the customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(C) Renewal Options

(1) At the expiration of an OPP period, the Telephone Company will automatically renew the service at the same OPP period unless the customer chooses to convert to a different OPP period, convert to month-to-month rates (except FiberConnect) or discontinue service.

(2) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.

(3) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the requirements set forth in 5.6.4(B).
- If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(F) Termination Liability

When an OPP service is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

One Year OPP - 50% of any remaining portion of the first year's recurring charges.

Three Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

Five Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

DS1 customers with OPP arrangements of three years or greater established on or prior to September 17, 1992, who discontinue service are eligible for limitation of the termination liability as set forth below.

Customer liability will be calculated as previously stated but will be limited to:

The dollar difference between 1) the amount the customer has already paid and, 2) any additional charges that the customer would have paid for service if the customer had taken a shorter term offering corresponding to the term actually used.

For example, if a customer with a five year OPP discontinues service six months after the end of the third year, the customer liability will not exceed:

[(Three year monthly rate - Five year monthly rate) x 42 months]

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(G) Termination Without Liability

During an OPP period, should the currently effective rate for a customer's service increase in excess of ten percent (10%), the customer may, at their option, terminate the OPP arrangement without penalty or liability.

(H) OPP for DS1 Service

(1) The terms and conditions of this OPP arrangement apply in addition to the above terms and conditions.

(2) When a customer elects to participate in an OPP arrangement for DS1 service, only the "First System" DS1 SAL rate element is subject to the OPP terms and conditions.

(3) Ordering and rating of DS1 service under an OPP arrangement is subject to the following conditions:

- A "First System" DS1 OPP SAL must be assessed at a CDL before any "Additional System" DS1 SALs can be assessed.

- Under an OPP arrangement, the same customer can order additional DS1 services at any time subsequent to establishing a "First System" DS1 OPP.

- Under an OPP arrangement, the same customer can order DS1 services from its CDL to different terminating CDLs. The customer will be rated a "First System" DS1 OPP SAL for the first DS1 service at a CDL and the same customer will be rated an "Additional System" DS1 SAL for additional DS1 services at the same CDL. In this arrangement, each DS1 service will be rated based on a "First or Additional System" basis at each CDL.

- The installation charge associated with DS1 services ordered under an OPP are set forth in Section 5.6.1(D)(5)(B).

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(H) OPP for DS1 Service (Continued)

(3) (Continued)

- When DS1 service is ordered between two CDLs and each SAL is rated as "First System" DS1 OPP SALs, the same payment period will apply to both SALs.

- When ordering "Additional System" DS1 SALs, the customer will be required to provide remarks on the ASR necessary for the Telephone Company to complete the order. The ASR must specify the same customers "First System" DS1 OPP circuit identification (ECCKT) and access service group (ASG) at each CDL in order for the "Additional System" DS1 SAL rate to apply.

(4) Should it become necessary for the customer to convert an "Additional System" DS1 SAL existing under an OPP arrangement to a "First System" DS1 OPP SAL to meet the rating requirement, the following ordering conditions and charges will apply. Credit will not be given for the time in service associated with the discontinued "First System" DS1 OPP SAL(s).

- A change order ASR is required when the conversion is to a "First System" DS1 OPP period equal to or greater than the discontinued DS1 OPP period and remains connected at the same CDL. A discontinuance of service ASR and establishment of new service ASR will be required to convert the "Additional System" DS1 SAL to a "First System" DS1 OPP SAL when the conversion is to a "First System" DS1 OPP period that is less than the discontinued DS1 OPP period and remains connected at the same CDL. No NRCs will apply.

- Both ends of the converted DS1 circuit must have the same payment period; however, termination liability charges will not apply to convert existing SALs.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(H) OPP for DS1 Service (Continued)

(5) Upon expiration of an OPP, should the customer choose to convert to month-to-month rates, existing "Additional System" DS1 SALs under the customer's OPP arrangement must also be converted to comply with the rules and regulations set forth in 5.6.1(D)(5). The customer will be required to submit ASRs to a disconnect existing service and establish new service. If no other changes are ordered, no charges will apply for the conversion. The ordering and installation of further "Additional System" DS1 services will be subject to the standard month-to-month arrangements.

(6) For conversion of existing month-to-month DS1 service(s) to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to an OPP. If no other changes to the service(s) are ordered, no charges will apply.

5. SPECIAL ACCESS (Continued)

5.6 Rate Regulations (Continued)

5.6.11 Optional Payment Plan (OPP) (Continued)

(I) OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the changed service remains connected at the same point of termination(s) or meet the requirements of 5.6.4(B).
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

(J) OPP for DDS

(1) For conversion of existing month-to-month DDS to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to OPP rates. If no other changes to the service are ordered, no charges will apply.

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges

5.7.1 Nonrecurring Charges

(1)	Special Access Ordering Charges		
	(a)	Initial Ordering Charge	$ 69.92
		Subsequent Ordering Charge	68.84
(2)	Service Installation Charge		157.92
(3)	Design Change Charge		14.99

5.7.2 Voiceband Facilities

		Monthly Rate
(A)	Standard Arrangements	
(I)	Special Transport (Per Airline Mile)	$ 15.22
(2)	Special Access Line	
	Two-Wire	43.98
	Four-Wire	70.37

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.2 Voiceband Facilities

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate
Supplemental Features			
(1)	Multi-Point Data Bridging (Per Port)	$ 129.67	$ 7.56
(2)	Voice Conference Bridging (Per Port)	127.81	8.35
(3)	Alarm Distribution Bridging		
	Common Eqpt.	136.66	34.09
	Per Two-Wire Port	16.91	2.32
(4)	Conditioning Arrangements-Data		
	Type C	76.72	1.49
	Type DA	101.43	1.95
	Type C - Improved	248.98	35.15
(5)	Signaling Arrangement		
	Loop Signaling Range Extension per SAL	104.23	8.19
	Loop or E&M to SF, per SAL	99.26	17.12
	E&M to DX, per SAL	107.79	14.05
	E&M to Loop per SAL	102.17	11.13
	Loop or E&M to PCM, per SAL	35.31	4.42
	Automatic Ringdown, per SAL	146.16	11.90

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.1 **Nonrecurring Charges** (Continued)

(B) Optional Arrangements (Continued)

		Nonrecurring Charge	Monthly Rate
(6)	Echo Control		
	Echo Suppression, per circuit	185.91	45.20
	Echo Canceller, per circuit	226.35	27.40
(7)	Voiceband Facility Switching Arrangement	173.77	6.65
(8)	Dataphone Select-a-Station Bridging Common Equipment Addressable* Sequential	3,975.75	261.81
(9)	Dataphone Select-a-Stat ion Bridging Each Four-Wire Port* Each Two-Wire Port	76.18	6.22
(10)	Improved Return Loss, Per SAL	87.59	3.20
(11)	Improved Termination Option, Per SAL	92.88	11.23
(12)	Improved ELEPL, Per SAL	87.59	3.38

* This service offered as ICB in Section 5.6.5.

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.3 Program Audio (200-3500 Hz) Facilities

(A) Standard Arrangements

		Monthly Rate	Daily Rate
(1)	Special Transport (Per Airline Mile)	$ 9.46	$ .95
(2)	Special Access Line	27.32	2.73

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate	Daily Rate
(1)	Supplemental Features Program Audio Bridging (Per Port)	$ 14.81	$ 1.13	$ .11
	Conditioning-Program Audio-Zero Loss, per SAL	53.75	10.87	1.09

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.4 **Program Audio (100-5000 Hz) Facilities**

(A) Standard Arrangements

		Monthly Rate	Daily Rate
(1)	Special Transport (Per Airline Mile)	$ 14.19	$ 1.41
(2)	Special Access Line	45.92	4.59

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate	Daily Rate
(1)	Supplemental Features			
	Program Audio Bridging (Per Port)	$ 14.81	$ 1.13	$ .11
	Conditioning -Program Audio-Zero Loss, per SAL	53.75	10.87	1.09

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.5 **Program Audio (50-8000 Hz) Facilities**

(A) Standard Arrangements

		Monthly Rate	Daily Rate
(1)	Special Transport (Per Airline Mile)	$ 18.92	$ 1.89
(2)	Special Access Line	46.92	4.69

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate	Daily Rate
(1)	Supplemental Features			
	Program Audio Bridging (Per Port)	$ 14.81	$ 1.13	$ .11
	Conditioning-Program Audio-Zero Loss, per SAL	53.75	10.87	1.09

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.6 **Program Audio (50-15000 Hz) Facilities**

(A) Standard Arrangements

		Monthly Rate	Daily Rate
(1)	Special Transport (Per Airline Mile)	$ 28.38	$ 2.84
(2)	Special Access Line	50.26	5.02

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate	Daily Rate
(1)	Supplemental Features			
	Program Audio Bridging (Per Port)	$ 14.81	$ 1.13	$ .11
	Conditioning-Program Audio Stereo Conditioning, per SAL	48.86	1.21	.12
	Zero Loss, per SAL	53.75	10.87	1.09

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.7 High Capacity Digital DS1 (1.544 Mbps) Facilities

(A) Standard Arrangements

		Nonrecurring Charge	Monthly Rate
(1)	Special Access Line		
	First System	$902.70	$ 367.16(I)
	Each Additional System	190.62	184.45(R)
(2)	Special Transport Termination -		53.14(I)
(3)	Special Transport (Per Airline Mile) -		35.18(I)

(B) Optional Arrangements

		Nonrecurring Charge	Monthly Rate
(1)	Supplemental Features		
	Automatic Protection Switching	$ 777.87	$ 124.60(I)

(C) DS1 Optional Payment Plan

(1) First System DS1 Special Access Line

	Monthly Rate
One Year	$367.16
Three Year	330.45
Five Year	293.73

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**

(A) One Year Rate Plan - DS3 - Protected

(1) First Protected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$3,353.05	$ 146.71	$162.21

(2) Each Additional Protected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$283.87

(3) First Protected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$6,742.69	$146.71	$162.21

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(A) One Year Rate Plan - DS3 - Protected (Continued)

(4) Each Additional Protected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$293.76

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$1,325.90	$29.34	$21.76

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**

(B) Three-Year Rate Plan - DS3 - Protected

(1) First Protected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,907.95	$ 146.71	$95.94

(2) Each Additional Protected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$202.77

(3) First Protected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$5,803.05	$146.71	$95.94

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(B) Three-Year Rate Plan - DS3 - Protected (Continued)

(4) Each Additional Protected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$210.68

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$1,036.88	$29.34	$12.86

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**

(C) Five-Year Rate Plan - DS3 - Protected

(1) First Protected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,802.12	$ 146.71	$84.07

(2) Each Additional Protected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$185.95

(3) First Protected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$5,581.49	$146.71	$84.07

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(C) Five-Year Rate Plan - DS3 - Protected (Continued)

(4) Each Additional Protected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$195.84

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$958.65	$29.34	$10.88

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**

(D) Seven-Year Rate Plan - DS3 - Protected

(1) First Protected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,703.21	$ 146.71	$79.13

(2) Each Additional Protected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$176.06

(3) First Protected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$5,377.74	$146.71	$79.13

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(D) Seven-Year Rate Plan - DS3 - Protected (Continued)

(4) Each Additional Protected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$185.95

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$918.76	$29.34	$10.88

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.8 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(F) Special Transport

Each Termination Per DS3 Monthly Rate	Each Airline Mile Per DS3 Monthly Rate
$435.20	$109.79

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**

(A) One Year Rate Plan - DS3 - Unprotected

(1) First Unprotected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,673.54	$ 146.71	$86.05

(2) Each Additional Unprotected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$218.87

(3) First Unprotected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$4,379.73	$146.71	$86.05

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(A) One Year Rate Plan - DS3 - Unprotected (Continued)

(4) Each Additional Unprotected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$232.44

(5) Individual - Noncapacity System

Each Special Access Line

First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$910.82	$29.34	$10.88

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(B) Three-Year Rate Plan - DS3 - Unprotected

(1) First Unprotected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,261.08	$ 146.71	$50.44

(2) Each Additional Unprotected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$143.40

(3) First Unprotected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$3,694.29	$146.71	$50.44

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(B) Three-Year Rate Plan - DS3 - Unprotected (Continued)

(4) Each Additional Unprotected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$152.32

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$674.30	$29.34	$5.93

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(C) Five-Year Rate Plan - DS3 - Unprotected

(1) First Unprotected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,081.07	$ 146.71	$43.52

(2) Each Additional Unprotected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$126.28

(3) First Unprotected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$3,538.01	$146.71	$43.52

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(C) Five-Year Rate Plan - DS3 - Unprotected (Continued)

(4) Each Additional Unprotected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$136.50

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$685.45	$29.34	$5.93

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(D) Seven-Year Rate Plan - DS3 - Unprotected

(1) First Unprotected DS3 - Three Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$4,508.71	$2,030.62	$ 146.71	$41.54

(2) Each Additional Unprotected DS3 - Maximum of 2 - Three Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$118.31

(3) First Unprotected DS3 - Twelve Capacity System

Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$5,990.18	$3,405.47	$146.71	$41.54

5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.9 **High Capacity Digital DS3 (44.736 Mbps) Facilities**
(Continued)

(D) Seven-Year Rate Plan - DS3 - Unprotected (Continued)

(4) Each Additional Unprotected DS3 - Maximum of 11 -Twelve Capacity System

Special Access Line	
Nonrecurring Charge	Monthly Rate
$450.72	$127.59

(5) Individual - Noncapacity System

Each Special Access Line			
First 1/4 Airline Mile		Each Additional 1/4 Airline Mile	
Nonrecurring Charge	Monthly Rate	Nonrecurring Charge	Monthly Rate
$1,144.25	$585.57	$29.34	$4.95

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BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.10 Digital Data Service Facilities

(A) Standard Arrangements

		Nonrecurring Charge	Monthly Rate
(1)	Special Access Line	$ 144.49	
	2.4 Kbps		$208.54
	4.8 Kbps		208.54
	9.6 Kbps		208.54
	19.2 Kbps		208.54
	56 Kbps		208.54
	64 Kbps		208.54
(2)	Special Transport (Per Airline Mile)		
	2.4 Kbps		$17.82
	4.8 Kbps		17.82
	9.6 Kbps		17.82
	19.2 Kbps		17.82
	56 Kbps		17.82
	64 Kbps		17.82

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.10 Digital Data Service Facilities (Continued)

(B) DDS Optional Payment Plan

(1) Special Access Line

All Speeds Nonrecurring Charge	2.4, 4.8, 9.6, 19.2 Kbps Monthly Rates		
	1 Year MRC	3 Year MRC	5 Year MRC
$ .00	$185.66	$172.35	$159.04

	56, 64 Kbps Monthly Rate		
	1 Year MRC	3 Year MRC	5 Year MRC
$ .00	$185.66	$172.35	$159.04

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5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.10 Digital Data Service Facilities (Continued)

(C) Optional Arrangements

		Nonrecurring Charge	Monthly Rate
(1)	Supplemental Features		
(a)	DDS Bridging (Per Port)	$14.65	$ 9.77
(b)	Secondary Channel	64.19	7.94

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5. **SPECIAL ACCESS** (Continued)

5.7 **Rates and Charges** (Continued)

5.7.11 **Multiplexing Arrangements**

		Nonrecurring Charge	Monthly Rate
(1)	Voiceband to Narrowband	$7,258.10	$587.91
(2)	DS1 to Voice	860.64	248.88
(3)	DS1C to Voice*		
(4)	DS1C to DS1*		
(5)	DS3 to DS1	1,034.20	378.83
(6)	Digital Data Carrier Multiplexer	1,451.61	594.24
(7)	Digital Data Subrate Multiplexer		
	One 64 Kbps to twenty 2.4 kbps.	981.33	181.77
	One 64 Kbps to ten 4.8 kbps	878.53	125.58
	One 64 Kbps to five 9.6 kbps	707.57	108.07

* DS1C Service offered as ICB in Section 5.6.5.

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5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.11 High Capacity Digital FT1 Facilities

(A) Standard Arrangement

		Nonrecurring Charge	Monthly Rate
(1)	Special Access Line	$460.00	
	2 x 56 Kbps (or) 2 x 64 Kbps		$162.00
	4 x 56 Kbps (or) 4 x 64 Kbps		166.00
	6 x 56 Kbps (or) 6 x 64 Kbps		168.00
(2)	Special Transport Termination (per End)		
	2 x 56 Kbps (or) 2 x 64 Kbps		$ 18.78
	4 x 56 Kbps (or) 4 x 64 Kbps		37.55
	6 x 56 Kbps (or) 6 x 64 Kbps		56.33
(3)	Special Transport (Per Airline Mile)		
	2 x 56 Kbps (or) 2 x 64 Kbps		$ 2.01
	4 x 56 Kbps (or) 4 x 64 Kbps		4.03
	6 x 56 Kbps (or) 6 x 64 Kbps		6.04

5. SPECIAL ACCESS (Continued)

5.7 Rates and Charges (Continued)

5.7.11 High Capacity Digital FT1 Facilities (Continued)

(B) FT1 Optional Payment Plan

(1) Special Access Line

	One-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
2 x 56 Kbps (or) 2 x 64 Kbps	$ 158.00	$ 154.00	$ 150.00
4 x 56 Kbps (or) 4 x 64 Kbps	160.00	156.00	152.00
6 x 56 Kbps (or) 6 x 64 Kbps	162.00	158.00	154.00

5. SPECIAL ACCESS (Continued)

5.8 Miscellaneous Special Access Services

5.8.1 Clear Channel Capability

(A) Description of Service

An arrangement that allows the customer to transport 1.536 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (mark) and zero (space) bits utilizing the Bipolar with Eight Zero Substitution (B8ZS) method of providing bit sequence independence. This arrangement is capable of transporting DS1 signals which, utilize Superframe or Extended Superframe Format (ESF) as defined by the American National Standards Institute (ANSI) T1.107-1988 standard. The installation interval for Clear Channel Capability may exceed standard intervals where equipment in the central office is not readily available. The charges apply on a per SAL basis.

This arrangement requires the customer signal at the channel interface to conform to the B8ZS method of providing bit sequence independence, as described in ANSI T1.102-1987 and Section 6103 of the New Communications of the Carolinas Inc. Technical Interface Reference Manual.

(B) Rates

Nonrecurring Charge	Monthly Rate
$90.00	$23.74

6. MISCELLANEOUS SERVICES

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6. MISCELLANEOUS SERVICES

6.1 General

Miscellaneous Services available to the customer include the following:

(A) Additional Labor (i.e., Overtime Installation,-Overtime Repair, Additional Installation Testing, Standby, Testing and Maintenance with Other Telephone Companies)
(B) Maintenance of Service
(C) Telecommunications Service Priority (TSP) System
(D) Balloting and Allocation Process for Equal Access
(E) Additional Testing
(F) Provision of FIA Billing Information
(G) End User List
(H) Billing Name and Address Service

These services are described in detail as set forth in 6.2 through 6.9 following.

6.2 Additional Labor

Additional Labor is that labor requested by the customer on a given FIA and agreed to by the Telephone Company as set forth in (A) through (E) following. The Telephone Company will notify the customer that Additional Labor charges as set forth in (G) following will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

(A) Overtime Installation

Overtime installation is that Telephone Company installation effort outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Telephone Company approved holidays. For applicable holidays in each jurisdiction contact the General Customer Services Tariff.

6. MISCELLANEOUS SERVICES (Continued)

6.1 General (Continued)

(B) Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Telephone Company approved holidays.

(C) Additional Installation Testing

Additional installation testing is that testing performed by the Telephone Company at the time of installation, which is in addition to normal preservice and acceptance testing.

(D) Standby

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel are available to make coordinated tests on a given FIA. The standby charge applies only when Telephone Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Telephone Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Telephone Company personnel cause the delay.

(E) Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance, or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain, or repair facilities provided solely by the Telephone Company.

6. MISCELLANEOUS SERVICES (Continued)

6.2 Additional Labor (Continued)

(F) Charges for Additional Labor

		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(1)	Labor Periods		
	Basic Time, Business Day, Per Technician	$ 29.41	$ 20.27
	Overtime, Outside the Business Day, Per Technician*	33.77	22.29
	Premium Time, Outside the Business Day, Per Technician*	40.69	26.10

* A call out of a Telephone Company employee at a time not consecutive with the business day is subject to a minimum charge of four hours.

6. MISCELLANEOUS SERVICES (Continued)

6.3 Maintenance of Service Charge

(A) When a customer reports trouble to the Telephone Company for clearance, the customer shall be responsible for payment of a Maintenance of Service Charge when Telephone Company personnel are dispatched to the customer's location and no trouble is found in the Telephone Company's facilities. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

In this case, or in (B) following, no credit allowance will be applicable for the interruption involved, unless the trouble is found in the Telephone Company's facilities.

(B) The customer shall be responsible for payment of a Maintenance of Service Charge when the Telephone Company dispatches personnel to the customer's location and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.

(C) The Maintenance of Service Charge time period will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform an investigation. The time period will end when the investigation is finished. The labor charge as set forth in 6.2(G) preceding will apply to Maintenance of Service at the appropriate Basic, Overtime or Premium rate. These charges apply whether the trouble is in the equipment of communications systems provided by other than the Telephone Company, or in detariffed CPE provided by the Telephone Company.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System

(A) Description of the Service

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP System applies only to NSEP services, includes both Switched and Special FIA and provides the Telephone Company with a guide to the sequence in which services are to be provisioned and/or restored.

All FIA that can be identified by a unique circuit identifier can be provisioned for NSEP service by the Telephone Company.

The rates and charges associated with a customer subscribing to the TSP System are as specified in Section 6.4(G).

(B) Obtaining TSP System Service

The Executive Office of the President through the TSP Program Office, is empowered with the authority to receive, evaluate and process requests for NSEP services. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request. The customer provides the TSP authorization code, in addition to all the other details necessary to complete the order (ASR) to the Telephone Company to obtain TSP System service.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System
(Continued)

(B) Obtaining TSP System Service (Continued)

The TSP authorization code, assigned on a per ASR basis, consists of a 12-character field consisting of a nine-character control ID followed by a dash and a two-character field specifying the priority level assignment. Its structure is as follows:

TSPxxxxxn-yy

The "x"s represent a sequence of numbers unique to each TSP authorization code and the "n" is a one character alphanumeric check digit. The first "y" contains the provisioning priority level assignment and the second "y" contains the restoration priority level assignment.

(C) Provisioning Priority

If the customer requires service within a shorter time interval than the Telephone Company can provide, and the requested service qualifies for NSEP, the customer may elect to invoke NSEP Treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office. Acceptable assignment code values are: E, 1, 2, 3, 4, 5 or 0.

The assignment of the value "E" denotes Emergency Provisioning and implies the service has the most critical provisioning requirements and the Telephone Company will respond accordingly. The Telephone Company will take immediate action to provide the requested service at the earliest possible date. Rates and charges associated with "E" provisioning are as specified in Section 6.4(G)(2)(a).

The assignment values of 1, 2, 3, 4 and 5 are treated as essential service priorities and the Company will adjust its available resources to meet the customer's requested due date. Rates and charges associated with invoking this priority treatment are specified in Section 6.4(G)(2)(b). The value "0" implies no provisioning priority.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System (Continued)

(D) Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NSEP telecommunications services. The Company will restore these services before services without restoration priority assignments in the order of priority assignments. Acceptable values are: 1, 2, 3, 4, 5 or 0 with the value of "1" being the highest priority.

When the Company recognizes a TSP as being out of service, unusable or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

The minimum period for service is one month.

(E) Obligations of the Customer

(1) In all instances, the customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Telephone Company.

(2) The TSP System service customer must also be the customer for the FIA with which TSP service is associated. Only the customer or its authorized agent as indicated in a letter of agency on file with the Telephone Company is allowed to order TSP System service.

(3) All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirements of that assignment.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System (Continued)

(E) Obligations of the Customer (Continued)

(4) In obtaining TSP System service, the customer consents to the release of certain information by the Telephone Company to the federal government in order to maintain and administer the TSP System. Such information includes: the customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service ID number associated with the NSEP service.

(5) The Telephone Company will attempt to notify the customer of expected charges. The customer when invoking NSEP Treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Telephone Company the right to quote and bill charges after provisioning of the service.

(6) During certain emergencies, the customer may request TSP assignments verbally and the Telephone Company will accept such verbal notification. The customer must submit a written order (ASR) to the Telephone Company within two working days following the verbal request. If the written order (ASR) is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service, become immediately due and payable and the requested TSP priority is revoked.

(7) The customer must request and justify revalidation of all priority level assignments at least every three years.

(8) Additionally, the NCS Manual 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", dated July 9, 1990 prescribes specific conditions which warrant NSEP Treatment and related procedures.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System (Continued)

(F) Obligations of the Telephone Company

(1) The Telephone Company will allocate resources to ensure best efforts to provide NSEP services by the time required.

(2) The Telephone Company will work TSP System services in the order of their priority level assignments. The priority sequence is as follows:

- Restore NSEP services assigned restoration priority 1
- Provision Emergency (E) NSEP services
- Restore NSEP services assigned restoration priority 2, 3, 4 or 5
- Provision NSEP services assigned provisioning priority 1, 2, 3, 4 or 5.

(3) The Telephone Company will work cooperatively with other providers of NSEP service when only a portion is provided by the Telephone Company to ensure "end-to-end" service.

(4) Additionally, TSP System service will be provided in accordance with the guidelines set forth in NCS Handbook 3-1-2, "Telecommunications Service Priority (TSP) System for National security Emergency Preparedness (NSEP) Service Vendor Handbook" dated July 9, 1990.

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System (Continued)

(G) Rates and Charges

The following rates and charges are in addition to all other rates and charges that may apply for other services offered under this tariff which operate in conjunction with the TSP System.

(1) Establishment of TSP System Service

The establishment of TSP System service charge is a nonrecurring charge (NRC) specified in Section 6.4(G)(4) which applies when a FIA is ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The NRC is also applicable for orders changing priority levels.

(2) Provisioning Priority

There are two basic levels of priority provisioning, Emergency (provisioning priority "E") and Essential (provisioning priority 1, 2, 3, 4 or 5).

(a) Emergency Provisioning

The Telephone Company will take immediate action to provide the requested service at the earliest possible date. The rates and charges will apply as set forth in Section 10, Special Construction.

(b) Essential Provisioning

The Telephone Company will adjust its available resources to meet the customer's requested due date. The rates and charges will apply as set forth in Section 3.2.2(E).

6. MISCELLANEOUS SERVICES (Continued)

6.4 Telecommunications Service Priority (TSP) System (Continued)

(G) Rates and Charges (Continued)

(3) Restoration Priority

Restoration Priority is a monthly rate per circuit for the ongoing administration and maintenance of the TSP System. This monthly rate only applies when a restoration priority code (1, 2, 3, 4 or 5) is specified in position 12 of the authorization code. The rates are specified in Section 6.4(G)(5).

(4) Establishment of TSP System Service Charge

	Nonrecurring Charge
Per Circuit	$ 14.50

(5) Restoration Priority Rates

	Monthly Rate
Per Circuit	$ 4.90

6. MISCELLANEOUS SERVICES (Continued)

6.5 Balloting and Allocation Process for Equal Access

(A) IPIC Charge Application

In end offices converted to Equal Access new end users, end user agents, and resellers of Pay Telephones and multi-party end users who upgrade to individual lines must presubscribe to the IPIC of their choice at the time an order is placed for service. The IPIC may be an IC or LEC (the Telephone Company or another LEC). Upon the end user's, end user agent's, or reseller's selection of the IPIC, at the time of placing an order, a confirmation notice will be sent identifying the IC selected as the IC or LEC selected as the IPIC. From the date of the confirmation notice, he will have 90 days to change his presubscription selection without a charge. If an IPIC is not chosen at the time the order for service is submitted, the end user, end user agent, or reseller will be sent a confirmation notice which contains a list of ICs and LECs providing intraLATA service, and will be informed that they have 90 days to contact the IC and/or LEC of their choice or the Telephone Company to apply for the IPIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service or upgrade, no charge will be billed to the end user, end user agent, or reseller. If notice is received after 90 days, the end user, end user agent, or reseller will be billed a nonrecurring charge for each IPIC as in 6.5(E). Until the end user, end user agent, or reseller receives service from the selected carrier, he may access the carrier of his choice by dialing the appropriate 101XXXX carrier identification code.

6. MISCELLANEOUS SERVICES (Continued)

6.5 Balloting and Allocation Process for Equal Access (Continued)

(A) IPIC Charge Application (Continued)

The Telephone Company will make post conversion changes in the end user's, end user agent's, or reseller's IPIC assignment pursuant to an IC or LEC provided list of Customers, accepted by the Telephone Company. Should an end user, end user agent, or reseller dispute authorization of the change within two years of the IPIC assignment, the Telephone Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 6.5(B).

(B) Unauthorized Primary IntraLATA Carrier (IPIC) Restoral Change

An Unauthorized IPIC Change is a change in the preferred PIC or IPIC IC that the end user or Pay Telephone Service Provider denies authorizing.

If an end user or Pay Telephone Service Provider denies requesting a change of IPIC IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the IPIC Charge as specified in 6.5(E) for:

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and

- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in FCC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, IPIC Charges assessed against the alleged unauthorized IC by the Telephone Company is subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC.

6. MISCELLANEOUS SERVICES (Continued)

6.5 Balloting and Allocation Process for Equal Access (Continued)

(C) Liability of the Telephone Company

If through the fault of the Telephone Company, the end user, end user agent, or reseller is not subscribed to its chosen IPIC, the nonrecurring charges in 6.5(E) do not apply to reassign the end user, end user agent, or reseller to his chosen IPIC.

(D) Carrier Desired Due Date (ICDDD) for IPIC Installation

An IC or LEC may request a desired due date for IPIC installation for a specific, single end user, end user agent, or reseller acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Telephone Company prior to sending in the first order.

The ICDDD does not apply to routine lists provided by the carrier. The Nonrecurring Charge for IPIC as set forth in 6.5(E) applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user Customer.

6. MISCELLANEOUS SERVICES (Continued)

6.5 Balloting and Allocation Process for Equal Access (Continued)

(E) Nonrecurring Charge for Primary IntraLATA Carrier (IPIC)

The nonrecurring charge for IPIC is as follows:

	Nonrecurring Charge
Per Telephone Company Local Service Line or Trunk	$ 3.20

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing

Testing offered under this section of the tariff is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in 6.6(A)(5) and 6.6(B)(2) following, to allow a customer to request Telephone Company personnel to perform testing at the customer designated location or the end user premises.

Additional testing is provided on a scheduled or non-scheduled basis. Scheduled testing shall be performed on a predetermined time basis to allow for cost efficient utilization of Telephone Company and customer resources. Scheduled testing should be based on a one year period. Nonscheduled tests are performed by the Telephone Company on a request-by-request basis, not in conjunction with any fixed schedule.

The offering of testing under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), (B), and (C) following.

(A) Switched Access Testing

Testing for Switched Access is comprised of (a) tests which are performed during the installation of Switched Access (i.e., acceptance tests) and (b) tests which are performed after acceptance of such Switched Access by a customer (i.e., in-service tests).

These tests are performed on a scheduled or non-scheduled basis, and may be conducted on an automatic, cooperative, or manual basis, as defined in (1), (2), (3), (4), and (5) following.

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(A) Switched Access Testing (Continued)

(1) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access involves the Telephone Company provision of a technician at its office(s) and the customer provision of a technician at its CDL, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Testing may apply when the customer requests additional tests not specified in 4.2.7 preceding.

The labor charges as set forth in 6.2(G) preceding will apply to Additional Cooperative Acceptance Testing at the appropriate Basic, Overtime, or Premium rate.

(2) Automatic Scheduled Testing

Automatic Scheduled Testing (AST) of FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service, is provided, as specified in 4.2.1 and 4.2.2, where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. AST charges will apply when such testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). The customer may specify a more frequent schedule of tests at least sixty days prior to the start of the prescribed schedule. Trunks from a Telephone Company digital switch, to a customer digital switch, utilizing digital facilities, are excluded from mandatory routine testing. The rates, as set forth in 6.6(C)(1) following, will apply to additional AST.

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(A) Switched Access Testing (Continued)

(2) Automatic Scheduled Testing (Continued)

The Telephone Company will provide a monthly AST report that lists the trunks within each Central Office access group that failed to meet established requirements. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis. A monthly report that lists the test results will be provided to the customer.

(3) Additional Cooperative Scheduled Testing

Additional Cooperative Scheduled Testing (ACST) of FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D and SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated location, with suitable test equipment to perform the required tests. ACST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). ACST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D and SAC Access Service that are not specified in 4.2.1 and 4.2.2 respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates, as set forth in 6.6(C)(2), will apply for additional ACST.

The Telephone Company will provided, on a quarterly basis, an ACST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(A) Switched Access Testing (Continued)

(4) Additional Manual Scheduled Testing

Additional Manual Scheduled Testing (AMST) of FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and at the customer designated location. AMST charges will apply when loss/ noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). AMST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service that are not specified in 4.2.1 and 4.2.2 respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates as set forth in 6.6(C)(3) following will apply to additional AMST.

The Telephone Company will provide, on a quarterly basis, an AMST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(5) Nonscheduled Testing

Nonscheduled Testing (NST) will be performed "on demand" which results in the measurement of Switched Access. NST charges will apply only when testing is requested more frequently than is provided for in accordance with COMPS, or when a specific test is requested that is not normally performed. Tests for Switched Access which are normally performed are contained in 4.2.1 and 4.2.2 Nonscheduled Testing (NST) of Switched Access may consist of the following testing arrangements:

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(A) Switched Access Testing (Continued)

(5) Nonscheduled Testing (Continued)

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent (automatic testing),

- the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated location with suitable test equipment to perform the required tests (cooperative testing),

- the Telephone Company provides a technician at its office(s), and at the customer designated location or end user premises with suitable test equipment to perform the required tests (manual testing).

Nonscheduled Tests may consist of any tests which the customer may require. The rates as set forth in 6.6(C)(1) following will apply to Nonscheduled Automatic Testing. The labor charges as set forth in 6.2(G) preceding will apply to Nonscheduled Cooperative and Manual FIA Testing at the appropriate Basic, Overtime, or Premium rate.

If nonscheduled tests are required and trouble is found in GTOC facilities, charges for testing the GTOC facilities will not apply. If, however, trouble is found in the customer equipment, charges as set forth in 6.6(C)(1) following and labor charges as set forth in 6.2(G) preceding are applicable.

(6) Obligations of the Customer

(a) The customer shall provide the Remote Office Test Line priming data to the Telephone Company, as appropriate, to support AST as set forth in 6.6(A)(2) preceding or NST as set forth in 6.6(A)(5) preceding.

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(A) Switched Access Testing (Continued)

(6) Obligations of the Customer (Continued)

(b) The customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(B) Special Access Testing

The Telephone Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer, however, the Telephone Company will only perform maintenance testing for its facilities within the LATA.

(1) Additional Cooperative Acceptance Testing

When a customer provides a technician at its customer designated location or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing (ACAT). The labor charges as set forth in 6.2(G) preceding will apply to ACAT at the appropriate Basic, Overtime, or Premium rate.

Additional Cooperative Acceptance Testing charges will apply when the customer requests tests which are not required to meet the transmission performance parameters as set forth in New Communications of the Carolinas Inc. Technical Interface Reference Manual.

(2) Nonscheduled Testing

When a customer provides a technician at its customer designated location or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office (cooperative testing) for the purpose of conducting Non-scheduled Testing (NST). Nonscheduled testing may consist of any test (e.g., loss, noise, slope, envelope delay,

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(B) Special Access Testing (Continued)

(2) Nonscheduled Testing (Continued)

etc.) which the customer may request. If such testing indicates trouble in Telephone Company facilities, then the customer will not be charged. NST charges will apply if the trouble is in the facilities of the customer. At the customer's request, the Telephone Company will provide a technician at the customer designated location or at the end user premises (manual testing). The labor charges as set forth in 6.2(G) preceding will apply to Nonscheduled Testing at the appropriate Basic, Overtime, or Premium rate.

(3) Obligation of the Customer

When the customer subscribes to Testing as set forth in this section, the customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(C) Rates and Charges

(1) Automatic Scheduled Testing

	Rate
Per Transmission Path, Per Month	
Basic Offering to First Point of Switching	$ .45

(2) Additional Cooperative Scheduled Testing

Per Transmission Path, Per Month	
Basic Offering to First Point of Switching	1.62
Gain-Slope-To First Point of Switching	.69

6. MISCELLANEOUS SERVICES (Continued)

6.6 Additional Testing (Continued)

(C) Rates and Charges (Continued)

	Rate
(3) Additional Manual Scheduled Testing	
Per Transmission Path, Per Month	
Basic Offering to First Point of Switching	3.23
Gain-Slope-To First Point of Switching	1.37

6.7 End User/Agent Lists

(A) Presubscription List

(1) InterLATA Equal Access

Prior to conversion to equal access (i.e., introduction of FGD or BSA-D in an end office switch) an IC may request a list of the Telephone Company's end users and agents of record served from that end office switch. The Presubscription List will be provided as follows:

6. MISCELLANEOUS SERVICES (Continued)

6.7 End User/Agent Lists (Continued)

(A) Presubscription List (Continued)

(1) InterLATA Equal Access

(a) The Telephone Company will provide a list from its customer data base. The list may be provided on magnetic tape, electronic transmission or paper printout, at the option of the IC, at rates provided in 6.7.1(A). Foreign listings, PBX stations, CU Centrex stations and numbers not in service will not be provided.

(1) The initial list will be provided to the IC no later than 30 days after receipt of the order and payment by the IC of charges as set forth in 6.7.1(A). The nonrecurring charge for the initial list applies per order. A single order may contain all end offices having the same equal access conversion date. The telephone number will not be provided if an end user or agent has a nonpublished number.

(2) The Account Activity List, which includes a listing of all changes to the customer data base, since the initial list was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users and agents that are presubscribed to the IC (including end users and agents with nonpublished numbers) for the sole purpose of updating the IC's customer account information. There is no charge for this list.

(b) The IC agrees to use the Initial and Account Activity Lists for the sole purpose of either contacting potential customers/agents, or existing customers/ agents, regarding interexchange telecommunications services available through equal access to be obtained from the Telephone Company or for the purpose of updating IC customer/agent account information. The IC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.

6. MISCELLANEOUS SERVICES (Continued)

6.7 End User/Agent Lists (Continued)

(A) Presubscription List (Continued)

(1) InterLATA Equal Access (Continued)

(c) The IC shall indemnify, protect and save harmless the Telephone Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages which may arise out of the Telephone Company's supplying of listing information, services or records.

(d) The Telephone Company and the IC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users and agents as to the separate and independent identity of the respective companies and their services. Neither the Telephone Company nor the IC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC is the same as, a part of, or associated with the Telephone Company.

(e) This service may be terminated by either the Telephone Company or the IC upon thirty (30) days' written notice. The Telephone Company reserves the right to terminate this service immediately upon written notice if the IC misuses the list information. Performance by the Telephone Company shall be excused in the event of strike, riot, act of God or any other cause beyond the reasonable control of the Telephone Company.

6. MISCELLANEOUS SERVICES (Continued)

6.7 End User/Agent Lists (Continued)

(A) Presubscription List (Continued)

(2) IntraLATA Equal Access

Prior to conversion to intraLATA equal access an IC or LEC may request a list of the Telephone Company's end users of record served from that end office switch. A single Presubscription List will be provided to intraLATA toll providers as follows:

(a) The Telephone Company will provide a list from its Customer data base. The list may be provided on magnetic tape, electronic transmission or paper printout, at the option of the IC or LEC, at rates provided in 6.8.1(A). Foreign listings, PBX stations, CU centrex stations, public coin station and numbers not in service will not be provided.

(1) The Initial List will be provided to the IC or LEC no later than 30 days after receipt of the order and payment by the IC or LEC of charges in 6.7.1(A). The nonrecurring charge for the Initial List applies per order. A single order may contain all end offices having the same intraLATA equal access conversion date. The telephone number will not be provided if an end user has a nonpublished number.

(2) The Account Activity List, which includes a listing of all changes to the Customer data base, since the Initial List was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users that are presubscribed to the IC or LEC (including end users with nonpublished numbers) for the sole purpose of updating the IC's or LEC's customer account information. There is no charge for this list.

6. MISCELLANEOUS SERVICES (Continued)

6.7 End User/Agent Lists (Continued)

(A) Presubscription List (Continued)

(2) IntraLATA Equal Access (Continued)

(b) The IC or LEC agrees to use the Initial List for the sole purpose of contacting potential customers, or existing customers, regarding intraLATA telecommunications services available through equal access to be obtained from the Telephone Company. The IC or LEC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.

(c) The IC or LEC shall indemnify, protect and save harmless the Telephone Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages which may arise out of the Telephone Company's supplying of listing information, services or records.

(d) The Telephone Company and the IC or LEC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users as to the separate and independent identity of the respective companies and their services. Neither the Telephone Company nor the IC or LEC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC or LEC is the same as, a part of, or associated with the Telephone Company.

(e) This service may be terminated by either the Telephone Company or the IC or LEC upon thirty (30) days' written notice. The Telephone Company reserves the right to terminate this service immediately upon written notice if the IC or LEC misuses the list information. Performance by the Telephone Company shall be excused in the event of strike, riot, act of God or any other cause beyond the reasonable control of the Telephone Company.

(B) Allocation Lists

(1) The Telephone Company will provide to the IC or LEC, at no charge, a list of end users and agents that have been allocated to the IC or LEC as described in 6.5(B). This list will be provided after the Balloting and Allocation Process occurs.

6. MISCELLANEOUS SERVICES (Continued)

6.7 End User/Agent Lists (Continued)

(B) Allocation Lists (Continued)

(2) A list of all end users and agents who have been allocated, in accordance with 6.5(B), will be available to an IC or LEC upon request. Charges in 6.8.1(A) will apply. The nonrecurring charge for the Allocation List applies each time the IC or LEC orders the service. A single order may contain all end offices having the same equal access conversion date.

6.7.1 Rates and Charges

(A) Initial and Allocation Lists

Nonrecurring Charge Per ASR	Initial List Per Customer Account*	Allocation List Per Listing*
$ 50.00	$ .03	$ .03

* For the purpose of the Initial Lists a customer and agent is defined in Section 2.6 preceding. For the purpose of the Allocation list, a listing is defined as an end user or agent record eligible for a Predesignated Interexchange Carrier Selection.

6.8 Billing Name and Address Services (BNAS)

The Telephone Company will, upon request, provide Billing Name and Address Services (BNAS) to a Telecommunications Service Provider (customer), or its authorized billing and collection agent. Telecommunications Service Providers include interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services. There are three BNAS offerings available pursuant to this tariff, Per Call/Periodic BNA, Data Gathering Service (DGS), and End User Validation List.

6. MISCELLANEOUS SERVICES (Continued)

6.8 Billing Name and Address Services (BNAS) (Continued)

(A) Per Call/Periodic BNA and Data Gathering Service

Per Call/Periodic BNA is the billing name and address information and Data Gathering is the billing telephone number, name, address and associated working telephone number information for customer provided ten digit end user telephone numbers required by the Telecommunications Service Provider customer to bill for calls placed within a specific time period. Per Call/Periodic BNA and DGS are offered subject to the conditions set forth in the following:

(1) A standard format for the receipt and provision of telephone number and billing name and address information will be established by the Telephone Company. Charges for each Per Call/Periodic BNA searched for and found or searched for and not found will be billed at rates in 6.9.1(A). Charges for each record accessed for DGS are set forth under 6.9.1(B). Per Call/Periodic BNA and DGS will be provided via magnetic tape, electronic transmission, or paper format, at the option of the customer, at rates in 6.9.1. The processing fee will be applied once per calendar year for BNAS processing done within that calendar year.

(2) The customer must order Per Call/Periodic BNA or DGS and provide test data tape at least 30 days prior to delivery of the first customer order.

(3) The frequency for receipt of the customer provided orders for Per Call/Periodic BNA or DGS will be no more than twice monthly and at intervals mutually agreed upon between the Telephone Company and the customer. The customer provided end user telephone numbers will be programmed by the Telephone Company with the proper end user's billing name and address contained in the Telephone Company's file at that time.

(4) Per Call/Periodic BNA and DGS information for nonlisted/nonpublished end user telephone numbers will be provided unless the nonlisted/nonpublished end user provides notice of nonconsent to the Telephone Company of nonconsent to the release of the BNA/DGS data. Within 30 days of receipt of such notice, the Telephone Company will discontinue disclosure of the nonlisted/nonpublished BNA/DGS data.

6. MISCELLANEOUS SERVICES (Continued)

6.8 Billing Name and Address Services (BNAS) (Continued)

(A) Per Call/Periodic BNA and Data Gathering Service (Continued)

(5) For other than electronic transmission, the output records will be sent to the customer via first class U. S. Mail. The output records will normally be made available for mailing ten workdays after receipt of the customer order or at an interval mutually agreed upon. Availability may be delayed in case of input errors in the customer provided order.

(6) The customer may request data be transmitted. Data transmission charges will be determined on an ICB. Data transmission hardware and software specifications will be mutually agreed upon by the Telephone Company and the customer.

(7) Per Call/Periodic BNA and DGS detail will not be retained by the Telephone Company longer than 45 days. If the customer requests that the output be made available on a second occasion, such request must occur within 30 days from the date the first was made.

(8) Any customer, provided Per Call/Periodic BNA or DGS pursuant to this tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and nonpublished telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.

(9) In no case shall any customer or authorized billing and collection agent of a customer disclose the billing name and address information of any subscriber to any third party, except that a customer may disclose BNA/DGS information to its authorized billing and collection agent or to governmental law enforcement agencies.

(10) Conditions regarding refusal or discontinuance of this service are set forth in 2.1.8.

6. MISCELLANEOUS SERVICES (Continued)

6.9 Billing Name and Address Services (BNAS) (Continued)

(B) End User Validation List

End User Validation Lists provide for the disclosure of all or a portion of end user/agent data available from the Telephone Company's records, to a Telecommunications Service Provider (customer), for purposes other than billing, and in compliance with the conditions set forth in Part 64.1201(c)(1) of the FCC's Rules and Regulations. In addition, End User Validation List Service is offered subject to the conditions set forth in 6.9(A)(9) above, and the following:

(1) Standard End User Validation Lists will be provided in three (3) files, business, coin (semipublic and public paystations) and residence. Nonlisted/nonpublished information will be excluded, with the exception of nonlisted public paystations. The lists may be ordered on a national, multi-state or state level basis, at the option of the customer, for any of the Telephone Company's jurisdictions subject to this tariff, unless prohibited by state regulation or state statute. Rates for the standard End User Validation List are set forth under 6.9.1(C).

(2) Per calendar year, the customer may request up to two (2) lists per state for business, coin, and residence listings.

(3) A standard format will be established by the Telephone Company. Requests for special list sorts will be limited to an end user list separating those that are presubscribed to the requesting customer, and/or those that are not. The rate, per record, applicable to special sorts is set forth under 6.9.1(C).

(4) Each request shall be treated as a new request. Requests for updates from previous lists will not be provided.

6. MISCELLANEOUS SERVICES (Continued)

6.9 Billing Name and Address Services (BNAS) (Continued)

(B) End User Validation List (Continued)

(5) The customer shall have fifteen (15) business days from the date of delivery of a list to request any investigation of issues arising from the provision of the list.

(6) End User Validation Lists will normally be provided to the customer within thirty calendar days after receipt of a request and within ten (10) business days of extraction, or at an interval mutually agreed upon. The administrative fee set forth under 6.9.1(C) applies per request, whether ordered on a per state, multi-state, or national level.

(7) Conditions regarding refusal or discontinuance of this service are set forth in 2.1.8.

6.9.1 Rates and Charges

(A) Per Call/Periodic BNA

(1)	Billing Name and Address Found, each	$ .25
(2)	Billing Name and Address Not Found, each	.25
(3)	Processing Fee*, Paper Report, Electronic Transmission, or Magnetic Tape/Each	50.00

* Applies once per calendar year for BNA processing done within that calendar year.

6. MISCELLANEOUS SERVICES (Continued)

6.9 Billing Name and Address Services (BNAS) (Continued)

6.9.1 Rates and Charges (Continued)

(B) Data Gathering Service

(1)	Per Record Accessed	$ .18
(2)	Processing Fee*, Paper Report, Electronic Transmission, or Magnetic Tape/Each	75.00

(C) End User Validation List

(1)	Standard Sort, Per Record Provided	.034
(2)	Administrative Fee	
	Paper Report, Electronic Transmission or Magnetic Tape/ Per Request	78.00
(3)	Special Sort, Per Record Provided	.054

* Applies once per calendar year for DGS processing done within that calendar year.

7. SPECIALIZED CIA OR ARRANGEMENTS

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ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

7. SPECIALIZED CIA OR ARRANGEMENTS

7.1 General

Specialized FIA or Arrangements may be provided by the Telephone Company, at the request of a customer, on an Individual Case Basis (ICB) if such FIA or arrangement meet the following criteria:

- The requested FIA or arrangements are not offered under other sections of this tariff.
- The facilities utilized to provide the requested FIA or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- The requested FIA or arrangements are provided within a Market Area.
- The requested FIA or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.

This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

7.2 Rates and Charges

7.2.1 Myrtle Beach Air Force Base
Highway 17, South Building 364
Myrtle Beach, South Carolina

Description	Monthly Rate
Provide cable facilities and C.O. equipment from Myrtle Beach Air Force Base, Hwy. 17 South Building 364, IFR Room, Myrtle Beach, South Carolina to Andrews Airport, Hwy. 521 Building 87, Radio Room, Andrews, South Carolina.	$ 54.26
	Installation Charge
	$1,047.76
	Maximum Termination Liability (8 Years)
	$2,111.46

8. ANCILLARY SERVICES

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ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

8. ANCILLARY SERVICES

8.1 General

8.1.1 Service Offerings

Ancillary Services are available in the following categories:

(A) Billing and Collection Services
- Call Recording Service
- Message Processing Service
- Assembly and Editing Service
- Call Record Provision Service
- Message Bill Processing Service
- Bill Rendering Service
- Message Investigation Service
- Online Bill Pay
- Fundamental Billing
- Program Development
- Inquiry Service

Regulations, rates and charges as follows apply to Ancillary Services and shall not serve as a substitute for customer tariff offerings of services to end users. The provision of such Ancillary Services by the Telephone Company, as set forth following, does not constitute a joint undertaking with the customer for the furnishing of any service.

The Telephone Company's undertaking to provide Ancillary Services is made only in conjunction with intrastate services offered within its operating territory.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other sections of this tariff and in other tariffs of the Telephone Company, which are referenced herein.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations

(A) Undertaking of the Telephone Company

(1) Provision of Ancillary Services

(a) The Telephone Company, to the extent Ancillary Service are, or can be made available with reasonable effort, will provide to the customer Ancillary Services as described in 8.1.3, at rates and charges as specified in 8.1.5.

(b) When the customer subscribes to Call Recording Service, as set forth in 8.1.3(A)(1), and customer message detail is not available because the Telephone Company lost or damaged tapes or incurred recording system outages, the Telephone Company will estimate the volume of lost customer messages and associated revenue based on previously known values determined from historical data. In such events the extent of the Telephone Company's liability for damages shall be limited to the granting of a corresponding credit adjustment on the customer's bill representing amounts due to the customer for the unbilled revenue.

When the Telephone Company is notified that, due to error or omission, incomplete data has been provided to a customer, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide new magnetic tapes to the customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the customer. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in the preceding paragraph.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(A) Undertaking of the Telephone Company (Continued)

(1) Provision of Ancillary Services (Continued)

(c) The Telephone Company shall be responsible for contacts and arrangements with the end user concerning the billing, collecting, crediting and adjusting of the customer's service charges, when the Telephone Company provides Inquiry Service as set forth in 8.1.3(A)(11).

(d) Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Inquiry Services will only be offered by the Telephone Company with the purchase of receivables. The Telephone Company will purchase the customer's receivables at a discount from face value. The exact contents of the discount factor and specific settlement procedures will be contained in individual contractual arrangements signed by each customer.

(2) Discontinuance and Refusal of Ancillary Services

(a) If the customer fails to comply with the provisions of this tariff, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice via certified mail from the Telephone Company to an officer of the customer requesting payment for such noncompliance, the Telephone Company may discontinue the provision of the Ancillary Service. In case of such discontinuance, all applicable charges shall immediately become due.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(A) Undertaking of the Telephone Company (Continued)

(2) Discontinuance and Refusal of Ancillary Services (Continued)

(b) If the customer repeatedly fails to corn-ply with the provisions of this tariff in connection with the provision of Ancillary Services and fails to correct such course of action after notice as set forth in (a) preceding, the Telephone Company may refuse applications for additional Ancillary Services.

(B) Obligations of the Customer

(1) References to the Telephone Company

The customer may advise end users that Ancillary Services are provided by the Telephone Company in connection with the service the customer furnishes to its end users.

(2) Request for Service

(a) Minimum Order Periods

The customer shall order Ancillary Service(s) with the following minimum requirements:

The minimum period for which Call Recording Service is provided and for which charges apply is one month (30 days). A customer may cancel Call Recording Service on any date prior to the start of the next month's service. If written notice is not received from the customer, or from the telephone company that ordered the Call Recording Service prior to the start of the following month's service, the Telephone Company shall assume that the service is to be extended for another month (30 days).

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(B) Obligations of the Customer (Continued)

(2) Request for Service (Continued)

(a) Minimum Order Periods (Continued)

The initial minimum period for Message Processing, Message Bill Processing, Bill Rendering Online Bill Pay, Fundamental Billing, and Inquiry Services is three years. Six months prior to the end of the initial order period or subsequent extension, the customer shall notify the Telephone Company in writing, if the service is to be discontinued. If no notice is received from the customer, the Telephone Company shall assume that the service is extended for another year.

(b) Order Requirements

When Call Recording Service is ordered, the customer shall furnish the Telephone Company an estimate of the number of messages (message capacity) to be recorded. When Call Recording Service is provided from an end office switch, the estimate of the number of messages to be recorded shall be provided by end office. When Call Recording Service is provided from an access tandem, the estimate of the number of messages to be recorded shall be provided by access tandem. The message capacity shall be provided by year.

When Message Processing Service is ordered, the customer shall furnish the Telephone Company an estimate of the number of messages (message capacity) to be processed. The number of messages shall be provided by year.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(B) Obligations of the Customer (Continued)

(2) Request for Service (Continued)

(b) Order Requirements (Continued)

When Message Bill Processing, Message Investigation, Online Bill Pay, Fundamental Billing and Inquiry Services are ordered for MTS/WATS services, the customer shall furnish the Telephone Company an estimate of the number of messages (message capacity) to be billed. The message capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS messages, bulk-billed messages (WATS/800 services) and invoice billing messages.

When Bill Rendering Service is ordered, the customer shall furnish the Telephone Company an estimate of the number of bills for which Bill Rendering Service will be provided. The bill capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS bills, bulk-billed (WATS/800) bills and invoice billing bills.

(C) Payment Arrangements

(1) Minimum Charges

(a) Call Recording, Message Processing, Message Bill Processing, Online Bill Pay, Bulk-Billed, Fundamental Billing and Inquiry Services are subject to minimum charges.

(b) Any minimum billings associated with the above services, will be filed on an individual case basis in Section 8.1.5(B) of this tariff.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(C) Payment Arrangements (Continued)

(2) Cancellation of Order for Ancillary Services

(a) When an order for Ancillary Services is cancelled prior to the start of installation of such Ancillary Services, no charges will apply. Installation of Ancillary Services is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

(b) Where program development of Ancillary Services has been started prior to the cancellation, and to the extent the Telephone Company has another use for the specially developed Ancillary Services, no charge applies. When the Telephone Company has no other use for the specially developed Ancillary Services, a charge equal to the costs incurred prior to the date of cancellation applies. Such charge is determined as detailed in paragraph (c).

(c) The charge, as specified in paragraph (b), includes the cost, less the net salvage value of equipment and material either ordered, provided or installed, plus the nonrecoverable cost of system development and installation. Charges will be determined on an individual case basis as required and will be specified in 8.1.5(C).

(3) Acceptance of Gift Certificates

The Telephone Company will accept customer gift certificates for payment from end users, if the customer agreed in writing to redeem all such gift certificates.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(C) Payment Arrangements (Continued)

(4) Minimum Period Disconnect Charges

Minimum period disconnect charges will apply, if service is discontinued prior to the expiration of the minimum period. For Call Recording Service, the Telephone Company will use the most recent 30 day period for which data is available to determine the total minimum monthly charge. The customer will only be billed for the adjusted amount due, if payment has been received for any portion of the discontinued service.

If, for Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Invoice Services, service is discontinued prior to the end of the period ordered, the customer will pay the minimum charges for the remaining months of the minimum order period specified in 8.1.2(B)(2) (a).

The monthly charge for Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Invoice Services, will be one-twelfth of the appropriate yearly message capacity (i.e., MTS service billed or bulk-billed capacity estimate) furnished by the customer as set forth above, times the appropriate Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Inquiry Services rate.

(5) Payment of Charges

When the Telephone Company purchases Call Recording from another telephone company and/or Message Processing Services from another telephone company or entity for a customer, the rates and charges for such services contained in this tariff are applicable.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.2 Regulations (Continued)

(C) Payment Arrangements (Continued)

(6) Customer's End User Deposits

When Bill Rendering, Online Bill Pay and Fundamental Billing Services are ordered, the Telephone Company will determine and collect a deposit from the customer's end user in accordance with the Telephone Company deposit regulations. The Telephone Company will provide the customer with a copy of its deposit regulations upon request.

8.1.3 Description of Ancillary Services

Ancillary Services consist of (1) Billing and Collection Service and (2) Operator Services. Ancillary Services shall be furnished to subscribers to the Telephone Company's access services, and in addition other telecommunications service providers, including providers of telephone answering services or voice messaging services.

All subscribers of Ancillary Services are subject to the terms and conditions contained within this tariff. Should the customer choose to perform his/her own ancillary functions and require sufficient information to do so, listed customer information may be purchased consistent with state regulations governing any rights to privacy.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services

(1) Call Recording Service

The Telephone Company will provide Call Recording in Telephone Company suitably equipped end offices or tandems. Call recording is available only with FGC, FGD or similar Feature Group offerings, when used in the provision of MTS/ WATS services. Call Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through Switched Access Service or Switched Access-like service for which answer and disconnect supervision has been received. The Telephone Company will provide the customer, upon request, the recorded message detail, as agreed to by both parties, for each completed intrastate message generated by end users gaining access to the customer from the Access Area.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(1) Call Recording Service (Continued)

The equipment at the customer designated location shall provide such signals as may be required for the proper operation of the Telephone Company's automatic call recording equipment used to perform this function.

The Telephone Company may purchase Call Recording Service from another telephone company. Another telephone company or entity may purchase Call Recording Service from the Telephone Company.

A standard format for the provision of the recorded message detail will be established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the format. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will provide notification to the customer six months in advance of the change.

(2) Message Processing Service

Message Processing Service consists of the transformation of recorded customer message details into rated messages. Message Processing Service will be provided for each intrastate message generated by end users gaining access to the customer from the Access Area of the Telephone Company. Message Processing Service includes the following:

(a) Assembly of Message Detail

This function consists of arranging the customer's recorded message details into a format required for subsequent processing.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(2) Message Processing Service (Continued)

(b) Editing of Message Detail

This function consists of examining individual message details and identifying the messages with errors or the messages which require further examination.

(c) Rating of Messages
This function consists of calculating the charges for messages based on the customer's schedule of charges and the message detail.

The Telephone Company will provide Message Processing Service only for customer messages originated within the Access Area.

For the purpose of performing Message Processing Service, the Telephone Company may purchase Message Processing Service from another telephone company or entity as set forth in 8.1.2 (C)(5). Another telephone company or entity may purchase Message Processing Service from the Telephone Company.

Where the customer provides its own message details, it must be in the standard format established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the required format. If, in the course of Telephone Company business, it is necessary to change the format, the telephone company will provide notification to the customer six months in advance of the change.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(2) Message Processing Service (Continued)

Where the Telephone Company has rated customer messages which are to be billed to an end user by another telephone company or entity, the Telephone Company will enter the customer messages on a magnetic tape or data file and transmit the rated messages as set forth in 8.1.3 (A)(4).

(3) Assembly and Editing Service

Assembly is the aggregation of recorded message details to create individual messages for rating. Editing is the process of verifying that the assembled message data is in accordance with the Telephone Company standard format and prescribed Exchange Message Interface (EMI) specifications.

The editing function consists of examining individual message detail and identifying the messages with errors or the messages requiring further examination. The editing process includes the validation of data categories such as; but not limited to, the following:

- Called Telephone Number
- Calling Telephone Number
- Date

The assembled and edited recorded message detail will be provided to the customer as set forth in 8.1.3(A)(4).

(4) Call Record Provision Service

Call Record Provision Service is the transmission and receipt of rated and unrated message data. It also includes the transmission of end user data as a result of customer generated activity (i.e., transmitting end user data during conversion activities, etc.)

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(4) Call Record Provision Service (Continued)

The billing information and/or end user data may be transmitted or received on magnetic tape or other acceptable media via either of two principal methods:

- Hand carried recording media (i.e., magnetic tape).
- Direct interface (data link) to the Telephone Company billing center.

The Telephone Company will determine the number of magnetic tapes required to transmit message/record data to the customer, another telephone company or billing entity.

(5) Message Bill Processing Service

Message Bill Processing Service is the accumulation, guiding and preparation of messages (including the application of taxes), for end user bill rendering for MTS/WATS services.

Message-Billed Message Bill Processing Service is the accumulation, guiding, posting and formatting of rated message detail for bill rendering. The telephone company will process Calling Plans (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its Message-Billed Message Bill Processing Service.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(5) Message Bill Processing Service (Continued)

Bulk-Billed Message Bill Processing Service is the accumulation, guiding and posting of rated message detail where the individual message detail is not provided on the bill rendered to the end user.

The rating may have been done by the Telephone Company, another entity, or the customer. Where a customer subscribes to Message Processing Service as set forth in 8.1.3(A)(2), the rated customer messages will be used as the input. If the customer provides the rated messages, the end user account to be billed shall be identified and the records shall be provided in the standard format established by the Telephone Company and delivered, as set forth in 8.1.3(A) (4) or 8.1.4(A)(13), to the location specified by the Telephone Company.

If the customer provided rated messages must be converted by the Telephone Company to the standard format, and the Telephone Company agrees to make the conversion, program development charges as set forth in 8.1.5(A) apply for the hours required to design, develop, test and maintain the necessary programs. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will provide notification to the customer six months in advance of the change.

The Telephone Company will only provide Message Bill Processing Service when Bill Rendering Service and Record Keeping are ordered.

The Message Bill Processing Service rate band will be determined by the Telephone Company for each customer based on the total number of interstate and intrastate messages per year.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(5) Message Bill Processing Service (Continued)

The rate for Message Bill Processing Service shall be the rate corresponding to the Message Bill Processing Service rate for such volume of messages as set forth in 8.1.5(A) on a calendar year basis. As used in this tariff, the term calendar year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year.

The Telephone Company will use the customer provided message capacity to determine the band and its associated rate, during the year of the initial minimum period. During the first quarter of the next year, the customer and the Telephone Company will determine the actual volume of messages for which the Telephone Company performed Message Bill Processing Service. Such actual volumes shall be compared to the Message Bill Processing Service bands as set forth in 8.1.5(A) to determine which band such actual volume of messages fall. If the actual volume is greater than or less than customer provided message capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Telephone Company and the customer shall utilize the previous years actual volumes of messages and the customer provided message capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedure described in the previous paragraph will be followed.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(6) Bill Rendering Service

Bill Rendering Service is the printing and mailing of statements showing amounts due from end users for services provided by the customer. Bill Rendering Service includes payment and remittance processing, treatment, denial of service and collection of deposits (where appropriate) and other monies due from the end user. Bill Rendering Service is provided on a per bill basis.

When the Telephone Company provides Bill Rendering Service, the customer's statement of the amount due may, at Telephone Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

The Telephone Company may, in accordance with its deposit regulations, determine and collect a deposit from the end user for the customer's services as set forth in 8.1.2(C)(6). When necessary, the Telephone Company, in accordance with its treatment procedures, shall deny the customer's services and/or local exchange services to an end user. Where local exchange service access is denied, access to the customer services will also be denied.

Bill Rendering Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

The Telephone Company will only provide Bill Rendering Service when Message Bill Processing Service with Record Keeping is ordered or when Prime Billing^{sm} is ordered.

The Bill Rendering Service rate band will be determined by the Telephone Company for each customer based on the total number of bills per year.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(7) Message Investigation Service

The Telephone Company will provide Message Investigation Service when requested by the customer. Message Investigation Service is that activity undertaken by the Telephone Company to secure, or attempt to secure proper billing information in an effort to sustain or recharge the customer's message. The Telephone Company will investigate, at the request of the customer, unbillable messages to correct message detail information to allow for the proper billing application.

The customer's request for Message Investigation Service shall identify the customer message, the date the customer message was billed and the amount of the customer message. Message Investigation Service is provided on a per message investigated basis.

Message Investigation Service will be provided for each intrastate message generated by end users gaining access to the customer MTS/WATS services from the Access Area of the Telephone Company.

(8) Online Bill Pay Service

Online Bill Pay Service includes the preparation of bills, mailing of the bills to the end users and the collection of deposits and monies due from the end users. Online Bill Pay Service also includes master file maintenance.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(8) Online Bill Pay Service (Continued)

Online Bill Pay Service is provided on a per message billed basis (message-billed). The Telephone Company will process Calling Plan (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its message-billed billing.

When Online Bill Pay Service is ordered, the Telephone Company will accumulate, guide and post rated messages in preparation for billing (includes the application of taxes). The Telephone Company will also print and mail statements showing amounts due from end users for MTS services provided by the customer.

Collection Service provided to the customer will include receiving payments from the customer's end users, treatment of receivables, treatment of accounts, master file maintenance and collection of deposits (where appropriate) as set forth in 8.1.2(C)(6). When necessary, the Telephone Company, in accordance with its treatment procedures, shall deny the customer's services and/or local exchange services to an end user. Where local exchange service access is denied, access to the customer services will also be denied.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(8) Online Bill Pay Service (Continued)

The rating may have been done by the Telephone Company, another entity or the customer. Where the customer subscribes to Message Processing Service as set forth in 8.1.3(A)(2), the rated customer messages will be used as the input. If the customer or another entity provides the rated messages, the end used account to be billed shall be identified and the records shall be provided in the standard format established by the Telephone Company and delivered as set forth in 8.1.3(A)(4) or 8.1.4(A)(13).

Online Bill Pay Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

(9) Fundamental Billing Service

Fundamental Billing Service is the centralized receipt of invoice ready billing records for inclusion on the end user bill.

Fundamental Billing Service includes the preparation of bills, mailing of statements of the amount due for services provided by the customer, and the collection of deposits (where appropriate) and monies due from the customer's end users. Fundamental Billing Service also includes account establishment, maintenance of accounts, and treatment of accounts.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(9) Fundamental Bill Service (Continued)

When the Telephone Company provides Fundamental Bill Service, the customer shall rate its end users messages, calculate the taxes and the total amount (surcharges, discounts, allowances, recurring fees, etc.) to be billed for services it provided to its end users, prior to sending the invoice billing records to the Telephone Company.

The customer's statement of the amount due may, at Telephone Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

As a part of its treatment procedures, the Telephone Company shall have the final authority to make adjustments or deny service for disputed charges on the end user's account.

Fundamental Bill Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

Call Record Provision charges, as set forth in 8.1.5(A), shall apply for the receipt of accepted messages and the return of rejected messages. Bill Rendering Charges as set forth in 8.1.5(A) shall apply for each bill rendered. In addition, the Fundamental Bill Charge as set forth in 8.1.5(A) shall apply.

(10) Program Development Service

Program Development Service consists of developing the customer's schedule of rates into a rating program and changing the bill format when requested by the customer.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(10) Program Development Service (Continued)

Program Development Service also includes converting message data, transmitted to the Telephone Company by the customer or another entity, into the Telephone Company standard format for processing.

A Program Development Charge, as set forth in 8.1.5(A), applies for the programming hours required for software designing and coding.

A Program Implementation Charge applies for table updating, testing, administration, documenting program changes and other implementation activities.

Changes in the rate levels of customer charges to be billed will normally be implemented within 30 days after receipt of an order from the customer requesting such change. When modification to the rating program is required, a Program Development Charge will also apply. Changes in rate structure will normally be completed within six months of a customer's order.

The complexity of the structural change will determine the exact length of time necessary to fulfill the request. Rate structure changes will be made only when the Telephone Company can accommodate such changes.

(11) Inquiry Service

Inquiry Service consists of answering end user questions about charges billed for the customer's services, applying credits and adjustments to end user accounts, and reviewing messages removed from end user bills.

When the Telephone Company provides Inquiry Service, the Telephone Company will be responsible for contacts and arrangements (either written or oral) with the customer's end users

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.3 Description of Ancillary Services (Continued)

(A) Billing and Collection Services (Continued)

(11) Inquiry Service (Continued)

concerning the billing, collecting, crediting, adjusting and message investigation of the customer's service charges in accordance with written instructions furnished by the customer and agreed to by the Telephone Company. Billed messages removed from an end user's bill will be appropriately adjusted to the customer's account receivable as agreed to by both parties.

The Telephone Company will not become involved in disputes between a customer and its end users. Consequently, utilizing Telephone Company guidelines previously established for the collection process for its own accounts, the Telephone Company may remove a disputed customer's charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of the disputed amount.

The Telephone Company shall have the final authority to make adjustments or deny service for disputed charges on end users accounts.

Inquiry Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balances due from end users prior to the initial order period.

Inquiry Service will only be provided when Message Bill Processing or Online Bill Pay Service is ordered. Inquiry Service will only be provided in the Telephone Company operating territory.

Inquiry Service consists of a bifurcated rate structure, a per message billed rate and a per adjustment rate.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations

(A) Billing and Collection Services

(1) Call Recording Service for MTS/WATS services includes the functions listed in 8.1.3(A)(1). The rate, as set forth in 8.1.5(A), applies per message recorded.

(2) Message Processing Service for MTS/WATS services includes the functions listed in 8.1.3(A)(2). The rate, as specified in 8.1.5(A), applies per message processed. In those locations where WATS services are metered, or the billing record is summarized by another telephone company, the Message Processing rate, as set forth in 8.1.5(A), will apply per billing record processed. For rating purposes, a billing record is defined as any record which is required to be processed to accomplish billing of a customer's WATS usage.

(3) Assembly and Editing Service for MTS/WATS services consists of the functions listed in 8.1.3(A)(3). The rates, as specified in 8.1.5(A), applies per message assembled and edited.

(4) When message detail is transmitted to or received from the customer, another telephone company or billing entity, a Call Record Provision charge will apply. For this purpose, a record is a logical grouping of information as described in the program that processes the information and loads the magnetic tape or data file. The rate, as specified in 8.1.5(A), applies per record transmitted or received. The Telephone Company will determine the Call Record Provision charge based on its count of the records transmitted or received.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations (Continued)

(A) Billing and Collection Services (Continued)

(5) The Message Bill Processing Service charge applies whenever the Telephone Company performs the functions listed in 8.1.3(A)(5). The rate for Message Bill Processing Service shall be the rate corresponding to the Message Bill Processing Service rate for such volume of messages as set forth in 8.1.5(A) on a calendar year basis. As used in this tariff, the term calendar year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year. The Message Bill Processing Service rate band will be determined by the Telephone Company for each customer based on the total number of interstate and intrastate messages per year.

The Telephone Company will use the customer provided message capacity to determine the band and its associated rate the first year of the initial minimum period. During the first quarter of the next year, the customer and the Telephone Company will determine the actual volume of messages for which the Telephone Company performed Message Bill Processing Service. Such actual volumes shall be compared to the Message Bill Processing Service bands as set forth in 8.1.5(A) to determine which band such actual volume of messages fall. If the actual volume is greater than or less than customer provided message capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Telephone Company and the customer shall utilize the previous year's actual volume of messages and the customer provided message capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedure described in the previous paragraph will be followed.

The rate, as specified in 8.1.5(A) applies per message processed. The bulk-billed Message Bill Processing Service charge applies per WATS/800 message processed.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations (Continued)

(A) Billing and Collection Services (Continued)

(6) Bill Rendering Service includes the functions listed in 8.1.3(A)(6). The rate for Bill Rendering shall be the rate corresponding to the Bill Rendering Service rate for such volume of bills for a particular Telephone Company Billing service as set forth in 8.1.5(A) on a calendar year basis. As used in this tariff, the term calender year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year. The Bill Rendering Service rate band is determined by the Telephone Company for each customer based on the total number of bills per year.

The Telephone Company will use the customer provided bill capacity to determine the band and its associated rate the first year of the initial minumum period. During the first quarter of the next year, the customer and the Telephone Company will determine the actual volume of bills for which the Telephone Company performed Bill Rendering Service. Such actual volumes shall be compared to the Bill Rendering Service bands as set forth in 8.1.5(A) to determine which band such actual volume of bills fall. If the actual volume is greater than or less than the customer provided bill capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Telephone Company and the customer shall utilize the previous year's actual volume of bills and the customer provided bill capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedures described in the previous paragraph will be followed.

The rate, as specified in 8.1.5(A) applies per bill rendered. A factor, based on actual interstate and intrastate billed-messages, will be used by the Telephone Company to apportion the Bill Rendering charge by jurisdiction.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations (Continued)

(A) Billing and Collection Services (Continued)

(7) Message Investigation Service consists of the functions listed in 8.1.3(A)(7). The rate, as specified in 8.1.5(A), applies per message investigated by the Telephone Company.

(8) Online Bill Pay Service consists of the functions listed in 8.1.3(A)(8). The rate, as set forth in 8.1.5(A), applies per message.

(9) Fundamental Billing Service consists of the functions listed in 8.1.3(A)(9). The rates, as set forth in 8.1.5(A), apply per message per bill.

(10) A Record Keeping Charge applies for each end user account maintained by the Telephone Company for the customer. An end user account is a record which has a name and address and a unique billing identification number assigned by the Telephone Company to which a bill is rendered. The Record Keeping Charge, as specified in 8.1.5(A), applies per month for each account and/or line maintained. A factor, based on actual interstate and intrastate billed messages, will be used to apportion the Record Keeping charge by jurisdiction.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations (Continued)

(A) Billing and Collection Services (Continued)

(11) An Exchange Carrier Memorandum (EC Memo) charge will be assessed each time the customer requests a manual adjustment to an end user account. The EC Memo charge, as specified in 8.1.5(A), applies per account adjusted per memo. When necessary, a factor (based on actual interstate and intrastate adjusted messages) will be used to apportion the EC Memo charge by jurisdiction.

(12) A Service Order Change Charge applies whenever a billing service order is accepted by the Telephone Company to update (i.e., add, change or delete) its billing file to implement the requested activity. The Service Order Change Charge, as set forth in 8.1.5(A), applies per order processed.

(13) A Centralized Message Dispersion charge will apply when the Telephone Company provides a single point for the receipt of customer message data. The Telephone Company will receive, edit, sort, disperse and confirm the number of accepted billable messages and the total amount due the customer for services provided to its end users. In addition, the rated and/or unrated message data is dispersed to the appropriate location for further processing and/or billing. The rates, as set forth in 8.1.5(A) will apply per message processed. Call Record Provision charges, as set forth in 8.1.5(A) will apply for the receipt of each billable message and the transmission of each un-billable message. This charge does not apply to Fundamental Billing Service.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.4 Rate Regulations (Continued)

(A) Billing and Collection Services (Continued)

(14) Inquiry Service includes the functions listed in 8.1.3(A)(11). Inquiry Service consists of a bifurcated rate structure, a per message billed and a per adjustment rate. The Inquiry Service per message billed rate applies for each customer message billed by the Telephone Company. The per message adjustment rate applies for each occurrence of an adjustment made to an end user bill (account).

A PIU factor will be used by the Telephone Company to apportion the message adjustment rate by jurisdiction.

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.5 Rates and Charges

(A) Billing and Collection Services

(1)	Program Development Charge: per Hour	$ 94.00
(2)	Program Implementation: per Hour	55.00
(3)	Service Order Change Charge: per Order	4.00
(4)	MTS/WATS/800 Services Call Recording Service: per Message	.0150
(5)	MTS/WATS/800 Services	
	Message Processing Service: per Message	.0100
	Assembly and Editing Service: per Message	.0075
(6)	Call Record Provision Service	
	Via Magnetic Tape, Per Message Record Transmitted or Received	.01
	Via Direct Interface, Per Message Record Transmitted or Received	.002
(7)	Message-Billed	
	Message Bill Processing Service per Message	
	0 to 4,411,199	.0762
	4,411,200 to 5,881,599	.0400
	5,881,600 to 8,822,499	.0200
	8,822,500 to 13,233,699	.0170
	13,233,700 to 16,175,000	.0160
	Greater than 16,175,000	.0150
(8)	Bulk-Billed	
	Message Bill Processing Service per Message	.0200

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.5 Rates and Charges (Continued)

(A) Billing and Collection Services (Continued)

(9)	MTS/WATS/800/888 Service	
	Bill Rendering Service, per Bill	
	0 to 104,400	.3500
	104,401 to 150,800	.3000
	150,801 to 646,999	.2700
	647,000 to 693,999	.2500
	Greater than 693,999	.2300
(10)	MTS/WATS/800/888 Services	
	Message Investigation, per Message	2.50
(11)	Online Bill Pay Service	
	Online Bill Pay	
	per message	.0634
	Inquiry Service, per message	.0078
	Adjustment, per message	2.00
(12)	Fundamental Billing Service, Per Message	
	Messages Per End User Account Per Month	
	1-10 Messages	.0310
	Over 10 Messages	.0190
(13)	EC Memo, per Account	10.00
(14)	Record Keeping, per Account	.0300
(15)	Centralized Message Dispersion charge, per message	.002

8. ANCILLARY SERVICES (Continued)

8.1 General (Continued)

8.1.5 Rates and Charges (Continued)

(B) In accordance with 8.1.2(C)(1)(b), the rates and charges will be developed on an individual case basis and listed below.

(None at this time)

(B) In accordance with 8.1.2(C)(2)(c), the rates and charges will be developed on an individual case basis and listed below.

(None at this time)

8.2 Operator Services

Operator Services described in this Section will be provided to access customers as an optional feature in conjunction with Feature Group C (FGC) or Feature Group D (FGD), BSA-C or BSA-D Switched Access Services from designated Operator Services Switching locations in those LATAs where the Telephone Company has the capability to provide such services. Operator Services include Operator Transfer and Inward Operator Assistance functions, which enable a customer to provide operator related services to their end users. A customer may order both Operator Transfer and Inward Operator Assistance Services or may order them individually.

8.2.1 General Description

(A) Operator Transfer Service

Operator Transfer Service is an originating service that provides call transfer of 0- (the digit 0 with no additional digits) intrastate calls to a participating customer as requested by the calling end user. Operator Transfer Service is provided when an end user dials "0" and is routed to the Telephone Company's operator and requests completion of an intrastate call. Operator Transfer Service provides for the routing of the call from the Telephone Company's Operator Services Switching Location to one customer designated location in the same LATA.

The Telephone Company operator will ask the end user to identify the customer to which they desire to be connected. The operator will then transfer the call to the designated customer.

If the end user has no preference, or the identified customer has not subscribed to Operator Transfer Service, the end user will be asked to select from a list of participating customers. The list of participating Operator Transfer Service customers will be updated

8. ANCILLARY SERVICES (Continued)

8.2 Operator Transfer Service (Continued)

8.2.1 General Description (Continued)

monthly. The order in which participating customers will appear on the list will be initially determined by use of a random drawing. For each subsequent monthly update following the initial selection, the customer in the first position will be moved to the last position on the list. All other customers will be moved up one position. New Operator Transfer Service customers will be placed at the bottom of the list of participating customers pending the next monthly update.

8.2.2 Service Provisioning

(A) The Telephone Company will provide Operator Transfer Service for calls originating from all end offices within the LATA served by a designated Operator Transfer Service Switching Location.

A list of end offices served by the Operator Transfer Service Switching Location will be provided to the customer upon request.

(B) Operator Services will be provided over FGC, FGD, BSA-C or BSA-D trunk groups, arranged for either one-way or two-way calling, from the Operator Services Switching Location to one customer designated location in the same LATA. Both Operator Transfer and Inward Operator Assistance traffic may be combined on the same trunk group.

(C) Switched Access used in conjunction with Operator Services will be provisioned in accordance with the technical specifications and requirements set forth in Section 4 of this tariff.

(D) Designated Telephone Company Operator Services Switching Locations are identified in The National Exchange Carrier Association Tariff FCC No. 4. The designated locations will be in those LATAs in which the Telephone Company is able to provide Operator Services.

ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

8. ANCILLARY SERVICES (Continued)

8.2 Operator Services (Continued)

8.2.3 Rate Regulations

Where the Telephone Company has measurement capability for Operator Services per call charges, the Telephone Company will bill the actual usage measured on a per call basis. For Operator Transfer Service, FGC, FGD, BSA-C and BSA-D access minutes will also be billed in addition to the per call charge.

When measurement capability is not available, the customer shall furnish a forecast of the number of calls (call capacity) anticipated for each month of the succeeding year by type of call (i.e., Operator Transfer and Inward Operator Assistance calls) and by Operator Services Switching Location at the time the order is placed. For mixed intrastate and interstate services, the customer's estimate shall include the percent of intrastate calls. At a minimum, the customer shall revise this forecast annually. More frequent revisions of the forecast may be submitted, however, no more than once per month.

Such estimates shall be used as a basis for billing the Operator Services per call charges until such time as the Telephone Company has actual measurement capability available. The customer shall maintain records supporting such estimates.

Operator Transfer Service Rate

The Operator Transfer Service Rate is assessed per 0- call transferred to a customer. A 0- call is considered transferred when the Telephone Company operator activates the transfer function sending the call to the designated customer.

Switched Access Charges

FGC, FGD, BSA-C or BSA-D Switched Access usage charges and Carrier Common Line Charges will also apply per minute of use for Operator Transfer Service.

8.2.4 Rates and Charges

Operator Transfer Service	Rate
Per call transferred	$ .35

9. SPECIAL FACILITIES ROUTING OF FIA

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9. SPECIAL FACILITIES ROUTING OF FIA

9.1 Description of Special Facilities Routing of FIA

The FIA provided under this tariff are provided over such routes and facilities as the Telephone Company may elect. Special routing is involved where, in order to comply with requirements specified by the customer, the Telephone Company provides Switched Access, Special Access or Special Federal Government Services in a manner which includes one or more of the following conditions.

9.1.1 Diversity

Where two or more FIA must be provided over not less than two different physical routes. Diversity is a Basic Service Element (BSE) under the Telephone Company's Open Network Architecture (ONA) Plan.

9.1.2 Avoidance

Where a FIA must be provided on a route which avoids specified geographical locations.

9.1.3 Cable-Only Facilities

Where certain voice grade FIA are provided on cable-only facilities to meet the particular needs of a customer. FIA is provided subject to the availability of cable-only facilities. In the event of FIA failure, restoration will be made through the use of any available facilities as selected by the Telephone Company.

Avoidance and Diversity are available on Switched Access as set forth in Section 4, Special Access as set forth in Section 5 and Special Federal Government Services as set forth in Section 11. Cable-only facilities are available for Switched Access as set forth in Section 4, Voiceband Special Access as set forth in 5.2.1 and Special Federal Government Services as set forth in Section 11.

In order to identify any special routing requirement, the Telephone Company will provide the ordering customer with the required routing information for each specially routed FIA. If requested by the customer, this information will be provided when the FIA is installed and prior to any subsequent change in routing.

The rates and charges for Special Facilities Routing of FIA as set forth in 9.2 are in addition to all other rates and charges that may be applicable for FIA provided under other sections of this tariff.

9. SPECIAL FACILITIES ROUTING OF FIA (Continued)

9.2 Rates and Charges

The rates and charges for Special Facilities Routing of FIA are as follows:

9.2.1 Diversity

For each FIA provided in accordance with 9.1.1 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(None at this time)

9.2.2 Avoidance

For each FIA provided in accordance with 9.1.2 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(None at this time)

9.2.3 Diversity and Avoidance Combined

For each FIA provided in accordance with 9.1.1 and 9.1.2, combined, the rates and charges will be developed on an Individual Case Basis and filed following:

(None at this time)

9.2.4 Cable-Only Facilities

For each FIA provided in accordance with 9.1.3 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(None at this time)

10. SPECIAL CONSTRUCTION

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10. SPECIAL CONSTRUCTION

10.1 General

This section contains the regulations, rates and charges applicable for Special Construction of Telephone Company facilities which are used to provide FIA offered under this tariff.

When Special Construction of FIA is required, the provisions of this section apply in addition to regulations, rates and charges set forth in other sections of this tariff.

10.1.1 Conditions Requiring Special Construction

Special Construction is required when facilities are not available to meet a customer's ASR and one or more of the following conditions exist:

- The Telephone Company has no other requirement for the facilities constructed at the customer's request;
- The customer requests that FIA be furnished using a type of facility, or via a route, other than that which the Telephone Company would otherwise utilize in furnishing the requested FIA;
- The customer requests the construction of more facilities than is required to satisfy its ASR;
- The customer requests construction be expedited resulting in added cost to the Telephone Company;
- The customer requests that temporary facilities be constructed until permanent facilities are available.

10.1.2 Filing of Charges

Charges and liabilities for Special Construction will be filed in 10.4, 10.5 and 10.6 following.

When Special Construction is required under conditions that preclude the filing of charges in full accordance with the FCC's Rules and Regulations (e.g., unavailability of cost details, short notice service date):

(A) Notification will be made to the FCC that Special Construction will be provided in accordance with Special Permission No. 83-867.

(B) After charges have been filed and have become effective they will apply from the date that the Special Construction was provided.

10. SPECIAL CONSTRUCTION (Continued)

10.1 General (Continued)

10.1.2 Filing of Charges (Continued)

(C) Charges and/or Maximum Termination Liabilities for Special Construction of facilities provided by a Connecting Carrier are developed by the Connecting Carrier and are filed by the Telephone Company in this tariff on its behalf.

(D) Regulations and charges for Special Construction of facilities provided by Other Participating Carriers are filed in their tariffs.

10.1.3 Ownership of Facilities

The Telephone Company retains ownership of all specially constructed facilities, except for those facilities constructed by connecting companies or carriers, even though the customer may be required to pay Special Construction charges.

10.1.4 Interval to Provide FIA

Based on available information and the type of FIA ordered, the Telephone Company will establish a scheduled date for the installation of necessary facilities. The date will be established on an Individual Case Basis and provided to the customer. The Telephone Company will make every reasonable effort to assure that the date is met. However, circumstances beyond the Telephone Company's control (e.g., backorder of components) may force a reschedule, and a new completion date will be established with the customer when appropriate.

10.1.5 Special Construction Involving Interstate and Intrastate FIA

When Special Construction involves facilties to be used to provide both interstate and intrastate FIA, charges for the portion of the construction used to provide intrastate FIA shall be in accordance with this Tariff. Charges for the portion of the construction used to provide interstate FIA shall be in accordance with the New Communications of the Carolinas Inc. Tariff FCC No. 4.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments

10.2.1 General

This section describes the various charges and liabilities that apply when the Telephone Company provides Special Construction of FIA, as outlined in 10.1.1 preceding, in accordance with a customer's specific request. Once the customer is notified of all charges and liabilities, the customer bust provide the Telephone Company with written approval prior to the start of construction. If more than one condition requiring Special Construction is involved, charges for each condition apply (see Conditions Requiring Special Construction, 10.1.1 preceding).

10.2.2 Payment of Charges

Payment is due upon presentation of a bill for the specially constructed facilities.

10.2.3 Start/End of Billing

Billing of recurring charges for specially constructed FIA starts on the day after the FIA are provided. Billing accrues through and includes the day that the specially constructed FIA are discontinued. Monthly charges will be billed one month in advance.

10.2.4 Partial Payments

The Telephone Company will require a customer which has a proven history of late payments to the Telephone Company, or does not have established credit, to make a partial payment for the portion of the estimated cost of the Special Construction for which the customer is subject to a nonrecurring charge. Partial payments will be required as costs are incurred and will be credited to the customer's account. Partial payments will not exceed the total nonrecurring charge to the customer for the Special Construction.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.5 Development of Liabilities and Charges

The customer has the option of accepting the liabilities and charges based on estimated or actual costs. Estimated costs will be used unless the customer notifies the Telephone Company of the selection of the actual cost option in writing prior to the start of Special Construction.

Under the estimated cost option, Special Construction liabilities and charges are developed based on estimated costs and will be filed in this tariff.

Under the actual cost option, if all actual costs are not available prior to the in-service date of the FIA, estimated Special Construction charges will be filed in this tariff. As soon as the actual costs, including costs of maintaining and filing these costs, are subsequently determined, the estimated charges will be adjusted to reflect the actual costs. The filed charges will then reflect actual costs existing at the time the FIA are provided.

10.2.6 Type of Contingent Liabilities

Depending on the specifics associated with each individual case the following Maximum Termination Liability may be applicable for Special Construction.

(A) Maximum Termination Liability

A MTL has two components, an amount and a specified period of time.

The amount is equal to all nonrecoverable costs less the net salvage value (e.g., depreciation, return, income tax associated with the specially constructed facilities). The amount will be amortized over the average account life of the specially constructed facilities. The standard liability period is the average account life of the Specially Constructed facilities expressed in years.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.6 Type of Contingent Liabilities (Continued)

(A) Maximum Termination Liability (Continued)

At the customer's option, an optional liability period shorter than the average account life may be established. If the customer chooses an optional liability period, the MTL amortization schedule will not change. The remaining MTL amount for the period between the expiration of the optional liability period and the expiration of the amortization schedule will be due as a lump sum payment (LS) at the time the optional liability period expires unless the case of Special Construction is extended.

Prior to the expiration of an optional liability period the customer has the option to (A) extend the use of the specially constructed FIA establishing a new liability period, or (B) terminate the case of Special Construction and pay the lump sum payment.

The Telephone Company will notify the customer six months in advance of thee expiration date of the optional liability period. The customer must provide the Telephone Company with written notification of its intentions to be received one month prior to expiration of the optional liability period. Failure to do so, and payment of the next month's charges, will result in extension of the case of the Special Construction and the establishment of a new liability period equal to the remaining amortization period. A Case Preparation Charge will always apply if the Special Construction case is extended.

The MTL and the liability period applicable to specific cases of Special Construction are as set forth in 10.4, 10.5 and 10.6 following.

(B) Reduction on Maximum Termination Liability

The time frames for MTL for Special Construction are expressed by an effective date and an expiration date. The MTL will be reduced for each month the Special Construction FIA is in service. For example, if the MTL period is 10 years, for each month in service the MTL would be reduced 1/120th.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges

Two categories of charges may be applicable for Special Construction. These charges are nonrecurring charges and recurring charges. These categories are described below.

(A) Nonrecurring Charges

One or more of the following nonrecurring charges may apply for each case of Special Construction: case preparation, termination, cancellation, expediting the construction, or optional payment charges.

(1) (Reserved for Future Use)

(2) Case Preparation Charge

The charge for case preparation includes the administrative expense associated with preparing and listing the charges in the tariff. This expense includes such items as: (a) tariff preparation and processing and (b) gross receipts and surcharge taxes.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(A) Nonrecurring Charges (Continued)

(3) Termination Charge

A Termination Charge applies when, at the customer's request, FIA provided on specially constructed facilities which have a tariffed Maximum Termination Liability are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed FIA adjusted for tax effects, for net salvage and for possible reuse. Administrative costs associated with the specific case of Special Construction and any cost for restoring a location to its original condition are also included. Termination Charges will never exceed the MTL.

(4) Cancellation Charge

If the customer cancels an ASR with which Special Construction is associated prior to the in-service date of the FIA, a Cancellation Charge will apply. The charge will include all nonrecoverable costs less the net salvage value incurred by the Telephone Company up to and including the time of cancellation.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(A) Nonrecurring Charges (Continued)

(5) Expediting Charge

An Expediting Charge applies when a customer requests that Special Construction be completed on an expedited basis. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

(6) Optional Payment Charge

The customer may elect to pay an Optional Payment Charge when it requests Special Construction of facilities utilizing (1) a type of facilities or (2) a route other than that which the Telephone Company would otherwise utilize in furnishing the requested service. Payment of this charge will result in a lower recurring charge for the Special Construction. This election must be made in writing, before Special Construction starts.

If this election is coupled with the actual cost option, the Optional Payment Charge will reflect the actual cost of the specially constructed facilities.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(A) Nonrecurring Charges (Continued)

(6) Optional Payment Charge (Continued)

(a) Development of Optional Payment Charge

This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less (based on estimated or actual costs as elected by the customer).

Example 1:

Total Installed Cost	$30,000
Nonrecoverable	20,000
Normal Installed Cost	17,000
Total Installed Cost	30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	13,000
Nonrecoverable Cost	20,000
Minus Optional Payment Charge	13,000
Equals Investment for MTL Computation	7,000
Remaining Recoverable Excess Installed Cost	0

Since the total installed cost is $30,000 and the normal installed cost would have been $17,000, the nonrecurring charge (optional payment) is limited to the difference (i.e., $13,000). A Maximum Termination Liability would then be established to protect the remaining nonrecoverable cost of $7,000 which is the difference between the total non-recoverable cost ($20,000) and the nonrecurring charge ($13,000). The remaining excess installed cost in this example is zero. In addition, a recurring charge will be developed as set forth in 10.2.7 (B) following.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(A) Nonrecurring Charges (Continued)

(6) Optional Payment Charge (Continued)

(a) Development of Optional Payment Charge (Continued)

Example 2:

Total Installed Cost	$30,000
Nonrecoverable Cost	10,000
Normal Installed Cost	17,000
Total Installed Cost	30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	10,000
Nonrecoverable Cost	10,000
Minus Optional Payment Charge	10,000
Equals Investment for MTL Computation	0
Remaining Recoverable Excess Installed Cost	$ 3,000

The Option Payment Charge is limited to the nonrecoverable cost. In this example the Optional Payment Charge equals the nonrecoverable cost. Therefore, there is no Maximum Termination Liability. In addition, a recurring charge will be developed as set forth in 10.2.7 (B) following.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(A) Nonrecurring Charges (Continued)

(6) Optional Payment Charge (Continued)

(b) Replacement Charge

If any portion of the specially constructed FIA, for which an Optional Payment Charge has been paid, requires replacement involving capital investment, a charge for replacement will apply. This charge will be in the same ratio as the initial Optional Payment Charge was to the installed cost of the specially constructed FIA. The customer will not notified in writing that the replacement is required. Replacement will not be made without the customer's ASR. If any portion of the FIA subject to the replacement charge fails, the FIA will not be restored until the customer orders the replacement.

Example:

Original Total Installed Cost	$30,000
Original Optional Payment Charge	15,000
Subsequent Cost of Replacement	2,000

$$\frac{\text{Original Optional Payment Charge x Replacement Cost}}{\text{Total Installed Cost}}$$

$$\frac{\$15.000 \times \$2.000}{\$30,000} = 1,000$$

Replacement Charge	$ 1,000

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(B) Recurring Charges

These charges apply on a monthly or annual basis for specially constructed FIA. There are three conditions for which recurring charges apply:

- when a customer requests the construction of more facilities than are necessary to provide the FIA currently ordered.
- when a customer requests a facility route or type other than that which the Telephone Company would utilize to provide FIA.
- when a customer's request results in the Telephone Company leasing transmission or other equipment from private vendors to provide FIA (Lease Charge).

(1) Excess Capacity Charge

An Excess Capacity Charge applies when the customer requests more facilities be constructed than are required to satisfy the customer's ASR. The charge is based on the estimated cost difference between the facilities constructed at the customer's request and the facilities actually required to meet the customer's ASR.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(B) Recurring Charges (Continued)

(1) Excess Capacity Charge (Continued)

Example:

A customer has an immediate FIA requirement, which would require a 100 pair cable but requests the installation of a 300 pair cable to allow for growth.

Total Installed Cost (300 Pair)	$2,500
Estimated Annual Cost	920
Estimated Installed Cost (100 Pair)	1,000
Estimated Annual Cost	368

Excess Recurring Charge:
Annually $920 - $368 = $552
Monthly $552 / 12 = $46

This charge applies until such time as the customer orders sufficient FIA to necessitate use of a larger size cable (e.g., 200 pair cable). At that time the recurring charge is adjusted as indicated in the following example:

Total Installed Cost (300 Pair)	$2,500
Estimated Annual Cost	920
Estimated Installed Cost (200 Pair)	1,900
Estimated Annual Cost	683

Excess Recurring Charge:
Annually $920 - $683 = $237
Monthly $237 / 12 = $19.75

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(B) Recurring Charges (Continued)

(1) Excess Capacity Charge (Continued)

The charge is revised in this manner until the number of FIA being provided would require a 300 pair cable, at which time the Excess Capacity Charge is no longer applied. The charge would be reapplied if the number of FIA declined to a level which would not require a 300 pair cable.

Such charges will continue to apply to all facilities held in abeyance until the period of termination liability expires. If facilities are still held in abeyance after the termination liability expires, a new schedule of rates will be calculated and such rates will apply as long as facilities are held in abeyance for the customer.

(2) Charge for Route or Type Other Than Normal

When the customer requests Special Construction using a route or type of FIA other than that which the Telephone Company would normally use, a recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed FIA and the estimated recurring costs of the FIA the Telephone Company would normally use. The charge will be no greater than the recurring costs of the specially constructed FIA.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.7 Types of Charges (Continued)

(B) Recurring Charges (Continued)

(2) Charge for Route or Type Other Than Normal (Continued)

(a) If the customer elects to pay an Optional Payment Charge, the portion of the recurring charge for the excess investment covered by the optional payment excludes capital cost items (depreciation, return on investment and federal income tax on that return). The remaining recurring expense costs items associated with the optional payment (maintenance, administration, and other taxes) are increased by a ten percent management fee and will be included in the recurring charge.

The portion of any recurring charge associated with any remaining Special Construction investment will include both capital and expense costs. The ten percent management fee is not applied to this portion of the recurring charge.

(b) If the customer has elected the actual cost option, the recurring charge will be adjusted to reflect the actual cost of the new construction when the cost is determined. This adjusted recurring charge is applicable from the start of FIA.

(3) Lease Charge

A Lease Charge applies when the Telephone Company leases equipment (e.g., portable microwave equipment) in order to provide FIA to meet the customer's requirements. The amount of the charge is the net added cost to the Telephone Company caused by the lease.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.8 Application of Charges

The charges for Special Construction are those charges which are in effect for the period that the Special Construction is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges. Charges are based on Special Construction of (A) permanent FIA or (B) temporary FIA.

(A) Special Construction of Permanent FIA

(1) Special Construction when Not Available and There is No Other Requirement for Them

When permanent FIA are not available the Telephone Company constructs them and there is no other Telephone Company need for the specially constructed FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

(2) Special Construction Using a Route or Tv~e of FIA Other Than Normal

When the specially constructed FIA involve a route or type of FIA other than that which the Telephone Company would ordinarily use, charges are based on the difference between the estimated costs of the specially constructed FIA and those the Telephone Company would ordinarily use. A nonrecurring charge, a recurring charge, and a Maximum Termination Liability may be applicable.

(3) Special Construction of a Greater Quantity of FIA Than Necessary to Satisfy the Customer's Order for Service

When the Telephone Company constructs more FIA than is required to satisfy the customer's ASR, additional charges will apply. These charges may include a nonrecurring charge, a recurring charge, and a Maximum Termination Liability.

10. SPECIAL CONSTRUCTION (Continued)

10.2 Liabilities Charges and Payments (Continued)

10.2.8 Application of Charges (Continued)

(A) Special Construction of Permanent FIA (Continued)

(4) Special Construction Expedited at Greater Cost Than Would Otherwise be Incurred

When construction is expedited resulting in added costs, a nonrecurring Expediting Charge applies.

(B) Special Construction of Temporary FIA Order

When permanent FIA are not available and temporary FIA are constructed pending the construction of permanent FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

10.3 Deferral of the In-Service of FIA

10.3.1 General

The customer may request the Telephone Company to defer the in-service of FIA on specially constructed FIA subject to the provisions as set forth in 3.2.2(B) preceding. If the deferral is not in compliance with the provisions as set forth in 3.2.2(B), the Special Construction case is considered to be cancel led and cancellation charges apply. Requests for deferral must be in writing and are subject to the following regulations.

10.3.2 Construction Has Not Started

If the Telephone Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Case Preparation Charge. However, the original quotation is subject to the Telephone Company review at the time of reinstatement to determine if the original charges are still valid. Any change in liabilities and charges requires the concurrence of the customer in writing. Additional Case Preparation Charges will also apply.

10. SPECIAL CONSTRUCTION (Continued)

10.3 Deferral of the In-Service of FIA (Continued)

10.3.3 Construction Has Started But Is Not Complete

If the construction of FIA has started, but has not been completed, before the Telephone Company receives the customer's request for deferral, charges apply. The charges vary depending on whether all or some of the FIA ordered are deferred.

(A) All FIA Are Deferred

When all FIA involving Special Construction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the FIA already completed and any other costs associated with the deferral. The Case Preparation Charge also applies.

(B) Some But Not All FIA Are Deferred

When some, but not all, FIA utilizing the specially constructed FIA are deferred, the Special Construction case will be completed. Maximum Termination Liabilities will apply in addition to Case Preparation Charges and any recurring charges associated with the Special Construction.

10.3.4 Construction Complete

If the construction of FIA has been completed before the Telephone Company receives the customer's request for deferral, the Case Preparation Charge as originally determined, will apply and any recurring charges associated with the Special Construction. The maximum termination liability period will begin when the customer accepts the service.

10.4 Charges for Customers Choosing the Optional Liability Period to Provide Permanent FIA

This section contains the Special Construction charges to provide permanent FIA to individual customers. Charges are developed on an Individual Case Basis for a specific customer and filed in this section.

10.5 Charges to Provide Temporary FIA

This section contains the Special Construction charges to provide temporary facilities to individual customers. Charges are developed on an Individual Case Basis for a specific customer and filed in this section.

11. SPECIAL FEDERAL GOVERNMENT FIA

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11. SPECIAL FEDERAL GOVERNMENT FIA

11.1 General

This section covers FIA that are provided for use only by agencies or branches of the Federal Government and other users authorized by the Federal Government. FIA provided to state emergency operations centers are included. These FIA provide for command and control communications, including communications for national security, emergency preparedness and presidential requirements. They are required to assure continuity of Government in emergency and crisis situations and to provide for national security.

FIA for command and control communications and for national security and emergency preparedness are sometimes required within a short time frame. These provisions are especially needed to meet presidential requirements or in response to natural, man made, or declared emergencies. Requirements of this type cannot be forecasted and are usually needed for a relatively short period. The provision of FIA under these conditions may require the availability of facilities, such as portable microwave equipment, etc., which are provided on a temporary basis.

11.2 Emergency Conditions

These FIA will be provided on the date requested or as soon as possible thereafter when the emergency falls into one of the following categories:

State of Crisis declared by the National Command Authorities (includes commitments made to the National Communications System in the "National Plan for Emergencies and Major Disasters").

Efforts to protect endangered U.S. personnel or property both in the U.S. and abroad (includes space vehicle recovery and protection efforts).

Communications requirements resulting from hostile action, a major disaster or a major civil disturbance.

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.2 Emergency Conditions (Continued)

The Director (Cabinet level) of a Federal Department, Commander of a Unified/Specified Command, or Head of a Military Department has certified that a communications requirement is so critical to the protection of life and property or to the National Defense that it must be processed immediately.

Political unrest in foreign countries, which affect the National Interest.

Presidential Service.

11.3 Intervals to Provide FIA

ASRs may be placed under the provisions set forth in 3.2.1 preceding.

11.4 Safeguarding of FIA

11.4.2 FIA Availability

In order to insure communications during periods of emergency, the Telephone Company will (within the limits of good management) make available the necessary facilities to restore FIA in the event of damage or to provide temporary emergency FIA.

In order to meet the requirements of agencies or branches of the Federal Government, the Telephone Company may utilize Government-owned facilities, when necessary, to provide FIA.

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.5 Federal Government Regulations

FIA provided to the Federal Government will be billed in arrears, as required by Federal procurement or disbursement regulations, or as established by law. ICs providing service to the Federal Government are not entitled to the benefits of those laws or regulations providing for billing the Federal Government in arrears.

11.6 FIA Offerings to the Federal Government

The following FIA are provided only for agencies or branches of the Federal Government. Access Services provided to the Federal Government but not specified in the following will be provided in accordance with the regulations and at the rates contained in other sections of this tariff.

11.6.1 Type and Description

(A) Voiceband Special Access

(1) Voice Grade Secure Communications Type I

Approximate bandwidth of 10-50000 Hz. Furnished for two-point secure communications on two-wire or four-wire metallic facilities between two or more customer designated locations and an end user's premises. Special Access is conditioned as follows:

T-3 Conditioning - The absolute loss (referenced to one milliwatt) with respect to frequency shall not exceed:

15 dB at 10 Hz
13 dB at 100 Hz
12 dB at 1000 Hz
20 dB at 10000 Hz
30 dB at 50000 Hz

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.6 FIA Offerings to the Federal Government (Continued)

11.6.1 Type and Description (Continued)

(A) Voiceband Special Access (Continued)

(1) Voice Grade Secure Communications Type I (Continued)

Additional conditioning (available in one or two directions on four-wire facilities only) to provide the following characteristics:

The absolute loss (referenced to one milliwatt) with respect to frequency shall not exceed:

0 dB at 1000 Hz
± 1 dB between 1000 Hz and 40000 Hz
± 2 dB between 10 Hz and 50000 Hz (+ means more loss)

The net loss of the conditioned Special Access (with or without additional conditioning) shall not vary by more than 4 dB at 1000 Hz from the levels specified above. Voice frequency signaling or supervisory tones can be transmitted.

(2) Voice Grade Secure Communications Type II

Approximate bandwidth 10-50000 Hz. Furnished on two-wire metallic facilities for duplex operation for two-point secure communication between a customer designated location and an end user's premises. Special Access is conditioned as follows:

G-1 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same as Voice Grade Secure Communications Type 1 Special Access without additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.6 FIA Offerings to the Federal Government (Continued)

11.6.1 Type and Description (Continued)

(A) Voiceband Special Access (Continued)

(3) Voice Grade Secure Communications Type III

Approximate bandwidth 10-50000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between a customer designated location and an end user's premises. Special Access is conditioned as follows:

G-2 Conditioning - The absolute loss with respect to frequency and the net loss variation from the customer designated location to the end user's premises shall be the same as the Voice Grade Secure Communications Type I Special Access without additional conditioning; and from the end user's premises to the customer designated location shall be the same as Voice Grade Secure Communications Type I Special Access with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

(4) Voice Grade Secure Communications Type IV

Approximate bandwidth 10-50000 Hz. Furnished on four-wire metallic facilities for duplex operations for two-point secure communications between two customer designated locations. Special Access is conditioned as follows:

G-3 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same in both directions of transmission as Voice Grade Secure Communications Type I Special Access with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.6 FIA Offerings to the Federal Government (Continued)

11.6.1 Type and Description (Continued)

(B) Special Wideband Digital Special Access

Special Access arrangements for secured communications to accommodate the transmission of binary digital baseband signals in a random polar format.

(1) Wideband Secure Communications Type I

For transmission at the rate of 18,750 bits per second.

(2) Wideband Secure Communications Type II

For transmission at the rate of 50,000 bits per second.

(3) Wideband Secure Communications Type III

To accommodate the transmission of restored polar two-level facsimile signals with a minimum signal element width of 20 microseconds at a rate of 50,000 bits per second.

To accommodate the transmission of binary digital baseband signals in a random polar format at the rate of 50,000 bits per second.

11.6.2 Mileage Application

Mileage for rate application is the airline distance measured between the two related Special Access terminating points (i.e., customer designated location and end user premises).

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.6 FIA Offerings to the Federal Government (Continued)

11.6.3 Rates and Charges

(A) Voiceband Special Access

The provision of T-3 and G conditioned Special Access contemplates station and tandem switching operations using customer provided equipment, as well as Special Access. Separate narrowband or voice grade Special Access, where required by the customer provided equipment or switching operation, are furnished in accordance with the applicable sections of this tariff.

Voice Grade Secure Communications	Monthly Rates	Nonrecurring Charges	Termination Charges
Type I, each			
T-3 Conditioning	ICB rates and charges only		
Additional Conditioning, per Special Access termination	ICB rates and charges only		
Type II, each			
G-1 Conditioning	ICB rates and charges only		
Type III, each			
G-2 Conditioning	ICB rates and charges only		
Additional Conditioning, per Special Access termination	ICB rates and charges only		
Type IV, each			
G-3 Conditioning	ICB rates and charges only		
Additional Conditioning, per Special Access termination	ICB rates and charges only		

(B) Special Wideband Digital Special Access

Wideband Secure Communications	Monthly Rates	Nonrecurring Charges	Termination Charges
Type I, each	ICB rates and charges apply		
Type II, each	ICB rates and charges apply		
Type III, each	ICB rates and charges apply		

11. SPECIAL FEDERAL GOVERNMENT FIA (Continued)

11.6 FIA Offerings to the Federal Government (Continued)

11.6.3 Rates and Charges (Continued)

(C) Move Charges

When a Special Access requiring T-3 conditioning, T-3 additional conditioning, or a Special Access requiring G conditioning as set forth in (A) preceding, is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half the nonrecurring charge applies.

When any FIA for which a termination charge is specified is moved and is installed at a new location the customer may elect:

(1) to pay the unexpired portion of the termination charge for the FIA, if any, with the application of a nonrecurring charge and the establishment of a new termination charge for such FIA at the new location, or

(2) to continue the FIA subject to the unexpired portion of the termination charge, if any, and pay the estimated costs of moving such FIA, provided that the customer requests these charges be quoted prior to ordering the FIA move. Charges for moving such FIA will be based on estimated costs attributable to the move.

Move charges include the estimated costs of removal, restoration of FIA necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, taxes, and any other specific items of cost directly attributable to the move.

ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

12. CARRIER COMMON LINE SERVICE

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ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

12. CARRIER COMMON LINE ACCESS

12.1 General

Carrier Common Line charges are applicable in conjunction with Switched Access Service provided in Section 4 of this tariff.

12.2 Description of Carrier Common Line Access Service

12.2.1 Description

Carrier Common Line charges compensate the Telephone Company for the use of Telephone Company provided common lines by customers for access to end users in furnishing Intrastate Communications.

A Special Access Surcharge will apply to Special Access service provided by the Telephone Company to a customer, in accordance with regulations as set forth in 5.6.9.

12.2.2 Limitations

(A) Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line access.

(B) WATS/WATS-type Access Lines

Where Switched Access Services are connected with Special Access Services at Telephone Company designated WATS Serving Offices for the provision of WATS/WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS/WATS-type services and terminating minutes for inward WATS/WATS-type services) shall not be assessed Carrier Common Line.

12. CARRIER COMMON LINE SERVICE (Continued)

12.3 Obligations of the Customer

12.3.1 Switched Access Service Requirement

Switched Access Service associated with the Carrier Common Line charges shall be ordered by the customer under other sections of this tariff.

12.3.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

12.4 Rate Regulations

12.4.1 Description and Application of Rates

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff.

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment and FGC or BSA-C operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit card, third number and/or other like calls recorded by the customer. The Telephone Company measuring and recording equipment will be associated with end office or access tandem switching equipment and will record each originating and terminating access minute, as described in 4.5.2(O), where answer supervision is received. The accumulated access minutes will be summed on a line by line or trunk by trunk basis, by access group or by end office, which ever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

12. CARRIER COMMON LINE SERVICE (Continued)

12.4 Rate Regulations (Continued)

12.4.1 Description and Application of Rates (Continued)

When the customer reports interstate and intrastate use of Switched Access Service, Carrier Common Line charges, as set forth in 12.5, will be billed only to intrastate Switched Access Service access minutes based on the data reported by the customer, as set forth in 4.3.2 and 4.5.2(J), except where the Telephone Company is billing according to actual usage by jurisdiction.

The customer will provide a report indicating separate common line information for 500, 700, 800, 888 and 900 access minutes, at a statewide level and by jurisdiction. This report shall also include the Applicable Access Customer Name Abbreviation (ACNA).

12.4.2 Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide a customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Rates and Regulations, as set forth in Section 4, will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line charges, as set forth in 12.5, apply in accordance with the resale rate regulations as set forth in 12.4.3.

12.4.3 Resold Services

Where the customer is reselling MTS/MTS-type service(s) on which the Carrier Common Line and Switched Access charges have been assessed, the customer may, at the option of the customer, obtain FGA, FGB, FGD, BSA-A, BSA-B or BSA-D Switched Access Service under this tariff, as set forth in Section 4, for originating and/or terminating access in the local exchange.

Such access group arrangements, whether single lines or trunks or multiline hunt groups or trunk groups, will have Carrier Common Line charges, as set forth in 12.5, applied.

When the customer is reselling MTS/MTS-type service, the Telephone Company may request a certified copy of the customer's resold MTS/MTS-type usage billing from either the customer or the provider of the MTS/MTS-type service. Requests for billing will relate back no more than 12 months prior to the current billing period.

12. CARRIER COMMON LINE SERVICE (Continued)

12.4 Rate Regulations (Continued)

12.4.3 Resold Services (Continued)

Each of the access group arrangements used by the customer in association with the resold MTS/MTS-type services must be connected either directly or indirectly to the customer designated premises at which the resold MTS/ MTS-type services are terminated. Direct connections are those arrangements where the access groups and resold MTS/MTS-type services are terminated at the same customer designated premises.

Indirect originating connections are those arrangements where the access groups and the resold originating MTS/MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from access groups to resold MTS/MTStype services.

Indirect terminating connections are those arrangements where the access groups and resold terminating MTS/MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from resold terminating MTS/MTS-type services to access groups.

12. CARRIER COMMON LINE SERVICE (Continued)

12.5 Rates and Charges

(A) The monthly rate for Carrier Common Line Service is:

InterLATA and IntraLATA Rate

	Monthly Rate
(1) Per access line	$ 0.00

(B) Flat Rate Charge Development

C = Annual non-traffic sensitive costs.

Qtot = Mid-test year total number of access lines applicable to NTS charge. For purpose of this calculation, "access lines" will be defined as message telephone cost loops per Parts 67 and 69 of the FCC's Rules and Regulations. The access lines are determined from the Central Office Line and Terminal Report and the Telephone Data Report.

$$\text{Monthly Charge per Access Line} = \frac{C}{(Qtot * 12)}$$

(C) Allocation of Access Lines Among Carriers

For purposes of application of the monthly charge per access line, the total number of access lines must be allocated among all carriers.

MOU_x = Total monthly access minutes of use for carrier X.

MOU_{tot} = Total monthly access minutes of use for all carriers.

Number of Access Lines for Carrier X =

$$\frac{MOUx}{MOU_{tot}} * Qtot$$

(This step is to be completed for each carrier).

This process will be performed monthly based on the relationship of each carrier's minutes of use to the total minutes of use from the previous month. The minutes of use for each carrier is generated from the billed usage file.

13. END USER FIA

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13. END USER FIA

The Telephone Company will provide End User FIA to end users who obtain local telephone service from the Telephone Company under its General and/or Local tariffs and to end users and ICs that obtain FIA from the Telephone Company under this tariff.

13.1 General Description

End User FIA provides for the use of a Common Line (excluding Public Pay Telephone connections) by an end user or an IC.

Use of a Common Line is provided 24 hours a day, seven days a week.

13.2 Limitations

(A) A telephone number is not provided with End User FIA.
(B) Detail billing is not provided for End User FIA.
(C) Directory listings are not included in the rates and charges for End User FIA.
(D) Intercept arrangements are not included in the rates and charges for End User FIA.
(E) (Reserved for Future Use).

13.3 Liability

The regulations as set forth in 2.1.3 preceding apply to a customer provided with End User FIA.

13.4 Provision and Ownership of Telephone Numbers

The customer has no property right to the telephone number assignment or any other call number designation associated with End User FIA. The Telephone Company reserves the right to assign, designate or change such numbers, or the Telephone Company serving Central Office prefixes associated with numbers, when reasonably necessary in the conduct of its business.

13. END USER FIA (Continued)

13.5 Payment Arrangements and Credit Allowances

13.5.1 Payment of Rates. Charges and Deposits

The regulations as set forth in 2.4.1 preceding apply to customers provided with End User FIA.

13.5.2 Cancellation of Application

End User FIA is cancel led when the order for the associated local telephone service or Switched Access is cancelled. No cancellation charges apply.

13.5.3 Changes to Orders

When changes are made to orders for the local telephone service or Switched Access associated with End User FIA, any necessary changes will be made for End User FIA. No charges will apply.

13.5.4 Allowance for Interruptions

When there is an interruption to End User FIA, no credit will be allowed for an interruption of less than 24 hours. The customer will be credited for an interruption of 24 hours or more at the rate of 1/30th of the Common Line per month charge for End User FIA for each period of 24 hours or major fraction thereof that the interruption continues from the time of notice to the Telephone Company that an interruption has occurred.

13.5.6 Temporary Suspension of FIA

When a customer temporarily suspends its local service which is associated with a Common Line, the rate for the Common Line will be reduced in accordance with the Terms and Conditions for temporary suspension of service as set forth in the Telephone Company General and/or Local Tariff for the time period the local service is suspended.

13. END USER FIA (Continued)

13.6 Rate Regulations

(A) The end user of local service will be charged the End User Access Charge.

(B) Residence rates, as set forth in 13.11 following, apply to common lines that are subject to residential rates under Telephone Company General and/or Local tariffs.

The residence end user common line charge shall be reduced by 50% of the charge as set forth in 13.11 following, when lifeline service is provided under a state established means test subject to verification in accordance with Part 69.203 (f) of the FCC Rules and Regulations, and the end user's local exchange rate has also been reduced by an equivalent amount. This reduction will only apply in jurisdictions which offer such lifeline service as ordered by respective state utility commission.

Business Single Line rates, as set forth in 13.11 following, apply to common lines that are not subject to residential rates under Telephone Company General and/or Local tariffs when only one such line is obtained by the same customer within a state from the same Telephone Company.

Business Multiline rates, as set forth in 13.11 following, apply to common lines, that are not subject to residential rates under Telephone Company General and/or Local tariffs when more than one such line is obtained by the same customer within a state from the same Telephone Company, with the exception of Central Office located Centrex and Centrex-type services as set forth in (C) following.

A distinction should be made between multi-line and multi-party service, in that each party of a multi-party service is treated as a single-party service for rate application. For example:

(1) A multi-party residential subscriber with one line will be assessed the residence rate.

(2) A multi-party residential subscriber with two or more terminating lines will be assessed the residence rate for each of those lines.

13. **END USER FIA** (Continued)

13.6 **Rate Regulations** (Continued)

(B) (Continued)

(3) A multi-party business subscriber with one terminating line will be assessed the business single-line rate.

(4) A multi-party business subscriber with two or more terminating lines will be assessed the business multi-line rate for each of those lines.

(C) Central Office located Centrex and Centrex-type services, Centrex lines in use or on order as of July 27, 1983, are rated as set forth in 13.11 following for Centrex I. All other Centrex lines are rated as set forth in 13.11 following for Business Multiline.

Central Office located Centrex Dormitory (Residential) Service is a service to a college, university or school that serves the students or faculty dormitory (residential) quarters. Residence rates, as set forth in 13.11 following apply to Common Lines used to provide Centrex Dormitory Service.

(D) For service provided as Remote Call Forwarding, residential or business, under the General and/or Local exchange service tariffs, End User Access charges do not apply.

(E) Common line costs for Public Pay Telephones and related facilities that are available to the general public convenience and necessity are provided for as set forth for Public Pay Telephone in 12. Semi-public Pay Telephone common lines and related facilities are rated as Business Single Line or Business Multiline as set forth in 13.10(B) preceding.

13. **END USER FIA** (Continued)

13.7 **Rates and Charges**

Monthly rates for Common Lines are as follows:

(A) The rates for End User Access are:

(1) End User Common Line

		Monthly Rate
(a)	Residence	
	Individual line or trunk, each	$ -
	Two-party, each party	-
	Four-party, each party	-
	Eight-party, each party	-
(b)	Business	
	Multi-line or Trunk, each	-
	Individual line or trunk, each	-
	Four-party	-
	Eight-party, each party	-
(c)	Centrex I	-

14. EXCEPTIONS TO FIA OFFERINGS

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14. EXCEPTIONS TO FIA OFFERINGS

14.1 General

The FIA/Services offered under the provisions of this tariff are subject to availability as set forth in 2.1.4 preceding. In addition, FIA/Services are not offered in the operating territory.

(Reserved for Future Use)

14.2 The following items are offered only to existing ICs and/or end users at their existing points of presence and/or premises, respectively, associated with existing FIA arrangements:

(Reserved for Future Use)

14.3 The following items are offered only to existing ICs and/or end users at their existing points of presence and/or premises, respectively, associated with existing FIA arrangements and to fill out existing capacity:

(Reserved for Future Use)

15. COIN SERVICES

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15. COIN SERVICES

15.1 General

This section contains the rules and regulations pertaining to the provision of 1+ Coin Presubscription Service for the handling of 1+ interLATA sent-paid traffic from the Telephone Company's pay telephones.

15.2 Service Description

1+ Coin Presubscription Service provides the routing of 1+ interLATA sent-paid calls from Telephone Company pay telephones to the presubscribed 0+ Interexchange Carrier (customer) directly, to its designated secondary service provider, or to the default carrier, provided said carrier continues to accept such default traffic. The default carrier option will expire when the default carrier ceases to accept such traffic or when the presubscribed 0+ provider is able to handle such calls or route them to secondary service provider, whichever comes first. The customer has the following options:

(1) to receive both 0+ and 1+ interLATA calls originated from Telephone Company pay telephones; or,

(2) to receive the 0+ interLATA calls and select one secondary service provider per LATA to receive the 1+ interLATA sent-paid traffic; or,

(3) to receive the 0+ interLATA calls and continue to default the 1+ interLATA sent-paid calls until the presubscribed 0+ provider is ready to handle (to receive both 0+ and 1+ interLATA calls or to receive 0+ interLATA calls and select a secondary service provider per LATA for 1+ interLATA calls) such calls.

The customer is solely responsible for all 0+ and 1+ interLATA calls originating from the Telephone Company pay telephone when it handles 1+ interLATA sent-paid traffic or selects a secondary service provider to handle the 1+ interLATA sent-paid calls.

The Telephone Company must receive written authorization from the customer prior to routing 1+ interLATA sent-paid calls to the selected secondary service provider. If the customer selects a secondary service provider to handle 1+ interLATA sent-paid traffic, any arrangements will be solely between the customer and its selected secondary service provider.

15. COIN SERVICES (Continued)

15.3 Service Provisioning

The Telephone Company will provide 1+ interLATA sent-paid access from equal access end offices to the customer's designated location via direct routed trunks from the end office or via the Traffic Operator Position System (TOPS) tandems. When the customer orders Modified Operator Services Signaling (MOSS) between a TOPS tandem and the CDL, the customer will be required to order a separate and final trunk group from the TOPS tandem to the CDL for each Numbering Plan Area (NPA) within a LATA to identify the coin originating NPA.

The Telephone Company will provide, where available, two types of call setup signaling from its pay telephone, MOSS and Exchange Access Operator Services System (EAOSS) signaling from the TOPS to the CDL. If the equal access end office is equipped with EAOSS functionality, MOSS or EAOSS signaling can be provided via direct trunking from the end office to the CDL at the customer's option. If the equal access end office is equipped with MOSS functionality, only MOSS will be provided for direct trunking from the end office to the CDL.

15.4 Collection and Remittance of Coin Station Monies

When the customer is provided Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access as set forth in Section 4., the Telephone Company will collect sent-paid monies from pay telephone stations and will remit monies to the customer as set forth in 15.6.4. The Telephone Company will provide message call detail format and bill periods used to determine the monies upon request from the customer.

15. COIN SERVICES (Continued)

15.5 Provision of Message Call Detail Concerning Coin Station Monies

Where Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access is provided to the customer and the customer wishes to receive the monies it is due for the monies collected by the Telephone Company from coin pay telephone stations, the customer shall furnish to the Telephone Company, at a location specified by the Telephone Company, the customer message call detail for the customer sent-paid (coin) pay telephone calls in accordance with the Telephone Company collection schedule. The customer message call detail furnished shall be in a standard format established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the involved customer six months prior to the change. If no customer message call detail is received from the customer for each bill period established by the Telephone Company, the Telephone Company will assume there were no customer sent-paid (coin) pay telephone calls for the period. In addition the customer shall furnish a schedule of its charges for sent-paid (coin) calls to the Telephone Company at a location and date as specified by the Telephone Company. Any change in the customer's schedule of charges shall be furnished to the Telephone Company one day after the change becomes effective.

15.6 Payment of Coin Sent-Paid Monies

The Telephone Company will collect the monies from coin pay telephone stations and will determine the remit amounts due to a customer which is provided Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access as set forth in Section 4. as follows:

15. COIN SERVICES (Continued)

15.6 Payment of Coin Sent-Paid Monies (Continued)

15.6.1 Bill Period Coin Revenue

The Telephone Company will establish a collection schedule for each coin pay telephone station and will collect the monies from the coin pay stations based on this collection schedule. The monies collected based on this schedule during each bill period established by the Telephone Company will be identified by coin pay telephone station and summed to develop the Bill Period Coin Revenue for each coin record day (i.e., the day a record is prepared and dated to show the amount due the customer).

15.6.2 Total Customer Coin Revenue

The intrastate Total Customer Coin Revenue will be determined by the Telephone Company based on the customer message call detail received from the customer for each bill period and the customer's schedule of charges for sent-paid coin calls. Such Total Customer Coin Revenue will be developed each coin record day.

15.6.3 Recourse Adjustments

For each coin record day, the Telephone Company will subtract from the total customer Coin Revenue an amount for coin station shortages. Coin station shortages are amounts resulting from unauthorized calling at coin pay telephone stations, use of unauthorized coins (i.e., foreign coins, slugs and improper use of U.S. pennies), unauthorized removal of coins from coin pay telephone stations and coin refunds beyond the Telephone Company's control. Such amount for coin station shortages will be developed by the Telephone Company by multiplying the Total Customer Coin Revenue for each coin record day by a shortage factor. Such amount will be rounded to the nearest penny. The shortage factor will be determined by dividing the yearly total coin shortage amount by the yearly total coin revenue amount (i.e., total coin revenue equals the Coin Revenue due under exchange tariffs, state toll tariffs and interstate toll tariffs). The total coin shortage amount and the total revenue amount will be determined by the Telephone Company through an annual special study.

15. COIN SERVICES (Continued)

15.6 Payment of Coin Sent-Paid Monies (Continued)

15.6.4 Payment of Net Customer Coin Revenue

The Telephone Company will determine the Net Customer Coin Revenue for each coin record day by subtracting from the Total Customer Coin Revenue determined as set forth in 15.6.2 preceding the amount for coin station shortages determined as set forth in 15.6.3 preceding. On the date (payment date) determined by adding 45 days to the coin record day, the Telephone Company will remit payment to the customer for the Net Customer Coin Revenue.

15.6.5 Audit Provisions

Upon reasonable written notice by the customer to the Telephone Company, the customer shall have the right through its authorized representative to examine and audit, during normal business hours and at reasonable intervals as determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the determination of the amount payable to the customer. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

16. ADVANCED COMMUNICATIONS NETWORKS

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16.2 Frame Relay * 1

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.1 General

Effective May 1, 2003, Frame Relay Service, as provided in this tariff, New Communications of the Carolinas Inc. Facilities for Intrastate Access, is no longer available to new customers. Existing TPP/OPP customers may continue their service until their TPP/OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until (5 years from the TED) or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

The regulations pertaining to Frame Relay Service are specified in Section 10.3 of New Communications of the Carolinas Inc., General Customer Services Tariff.

16.2 Frame Relay Service *

(A) Service Description

Frame Relay Service (FRS) is a "fast packet" network service that permits the transmission of data at speeds of 56 Kbps, 384 Kbps or 1.544 Mbps using Permanent Virtual Circuits (PVCs).

PVCs are logical circuits that define a specific path for data sent by the customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple PVCs to be defined over a single access line, thereby providing a single access line the capability to transmit data to multiple destinations.

In operation of Frame Relay Service, customer premises equipment, such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. The customer premises equipment then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

Frame Relay Service conforms to ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) standards.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service *(Continued)

(B) Service Provisioning

Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Each frame is passed to the Frame Relay network with an address that specifies the virtual connection.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LANs) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

Frame Relay is provided to the customer in the form of the Frame Relay User-to-Network Interface (UNI) Port with Access Line, Frame Relay Network-to-Network (NNI) Port Only, and Permanent Virtual Circuits. The Frame Relay Access Line forms the component which provides the customer access to the customer's serving wire center and interoffice transport from the customer's serving wire center to the Frame Relay Switch. The Frame Relay Access line is provided for use only with Frame Relay Service. The Frame Relay NNI Port Only is provided for digital special access line connections to the network supporting Frame Relay Service. Digital special access lines are available from Section 5.

PVCs are provisioned on either 56 Kbps, 384 Kbps or 1.544 Mbps ports, depending upon the customer's networking requirements. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed. Since all PVCs need not be in use at the same time, it is possible for the total bandwidth of all PVCs associated with one Frame Relay Access Line to exceed the bandwidth of that Frame Relay Access Line. This relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that PVC will be available at any point in time.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service *(Continued)

(B) Service Provisioning (Continued)

No PVC can have a greater bit rate than the bit rate of the associated access line.

A PVC must be associated with at least one Frame Relay Port. A Frame Relay Port can be associated with multiple PVCs.

A customer subscribing to a FRS port or port with access line will be referred to as the Controller of the Frame Relay Port. A customer may request data transmission capability to another customer. Both customers must have a Frame Relay Access Line and Frame Relay Port. The Controller of each Frame Relay Access Line must have written permission from the Controller(s) of each of the Frame Relay Access Lines to which a PVC is requested.

The Frame Relay Port and PVC may be ordered and billed independently and can have different customers as Controllers.

The Telephone Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

Frame Relay Service is available where facilities and conditions permit.

(C) Obligations of the Telephone Company

In addition to the general conditions described in Section 2, when a customer orders a PVC which is relayed to other Local Exchange Carriers, Interexchange Carriers or other Frame Relay networks, the Telephone Company will provide assistance in establishing this PVC.

The Telephone Company has the service responsibility up to and including the network interface.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service *(Continued)

(D) Obligations of the Customer

In addition to the general conditions described in Section 2:

- The customer's Frame Relay terminal equipment has the responsibility for retransmitting frames which are discarded due to errors or network congestion.

- The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the Frame Relay Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.

- It shall be the responsibility of the customer to ensure the continuing compatibility of the Customer-Provided Equipment (CPE) that is used in conjunction with the Frame Relay Service. The CPE shall be in compliance with FCC rules and regulations.

- The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the premises of the customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of the Company.

(E) Rate Regulations

(1) Minimum Period

The minimum period for Frame Relay Service is one month, except when provided under a Term Payment Plan (TPP) arrangement. The regulations applicable to Frame Relay Service provided under a TPP arrangement are specified under 16.2(E)(4).

When PVCs are added to existing Frame Relay Service, the minimum period for the added PVCs is one month.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(2) Rate Elements

(a) Frame Relay UNI Port and Access Line

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 56 Kbps, 384 Kbps, or 1.544 Mbps), apply per port for each physical connection to the network supporting Frame Relay Service. Each port includes one PVC, and can accommodate multiple PVCs.

(b) Frame Relay NNI Port only

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 384 Kbps or 1.544 Mbps), apply per port for each Frame Relay Access Line or digital private line connection to the network supporting Frame Relay Service. Each port includes one PVC, and can accommodate multiple PVCs.

(c) Frame Relay PVC

A nonrecurring charge and a monthly rate apply for each PVC.

(3) Rate Application

The Company may setup access arrangements, on behalf of the customer. Access facilities arranged by the Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by the carrier supplying the local access will also be the responsibility of the customer. If the customer utilizes a special access line to access FRS, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRS rate elements.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(3) Rate Application (Continued)

When a customer orders additional PVCs or changes PVC assignments on a Frame Relay port after the initial port installation, the Frame Relay PVC nonrecurring charge shall apply per PVC added or changed.

The Frame Relay Access Line and PVC may be ordered and billed independently and can have different Controllers, as discussed under 16.2 (B). A request by one customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the Controller of a Frame Relay Access Line may authorize a disconnect of that line.

(4) Term Payment Plan (TPP)

(a) General

(1) The terms and conditions specified herein are applicable to Frame Relay Service and are in addition to other regulations as specified in this tariff.

(2) The Frame Relay UNI Port with Access Line, the Frame Relay NNI Port Only, and PVC rate elements are available under a TPP. Digital special access lines and additional features are available at their tariffed rates and regulations.

(3) Frame Relay TPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.

(4) Three year and five year TPP rates will be equal to or less than the one year TPP rates. Decreases to the one year TPP rates will flow through to the three year and five year TPP rates.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(4) Term Payment Plan (TPP) (Continued)

(a) General (Continued)

(5) Payment periods of one year, three year, and five year are available to all customers at the applicable rates set forth in 16.2(F)(2) regardless of when they subscribe to a TPP arrangement.

(6) The customer must designate on the Service Request the payment period for the TPP.

(7) Inside moves, provided in accordance with Section 5.6.4(A), will not incur termination liability charges.

(8) Outside moves, provided in accordance with Section 5.6.4(B), will allow the customer to retain the same TPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(9) The threshold quantity is 300 DS0 equivalent ports, in service no later than 12 months from the date the TPP was initiated. These may include UNI and NNI ports. DS0 equivalents are measured as follows:

56 Kbps FRS is equivalent to (1) one DS0 unit.

384 Kbps FRS is equivalent to (6) six DS0 units

1.544 Mbps FRS is equivalent to (24) twenty-four DS0 units.

The threshold quantity is to be maintained for the length of the term selected.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(4) Term Payment Plan (TPP) (Continued)

(a) General (Continued)

(10) Each customer's TPP will be reviewed annually. If the total quantity in service does not meet the threshold quantity, a payment equal to the difference between the discounted amount paid and the month-to-month amount that would have been charged for services not under a TPP arrangement will be assessed, plus a 10% penalty. The charges will be calculated using the in service quantity at the time of review.

The customer may choose to increase the DS0 equivalents within 30 days to the threshold quantity and continue under the TPP arrangement or choose to be billed on a going forward basis at the month-to-month rates.

If, after 30 days, the threshold level is not met, the TPP will automatically be changed to a standard month-to-month arrangement and termination liability will apply.

(b) Changes in Length of TPP Period

Prior to the completion of the selected TPP period, the customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TPP arrangement.

- Nonrecurring charges will not be reapplied for existing service(s).

- If the new TPP period is shorter in length that the time remaining under the existing TPP, he change to the new TPP period constitutes a discontinuance of the existing TPP tservice and termination liability charges apply.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(4) Term Payment Plan (TPP) (Continued)

(c) Renewal Options

(1) At the expiration of a TPP period, the Telephone Company will automatically renew the service at the same TPP period unless the customer chooses to convert to a different TPP period, convert to month-to-month rates or discontinue service.

(2) Conversion to a different TPP period will require the customer to submit a change order Service Request. Conversion of existing TPP service to a different TPP period will be allowed without application of any nonrecurring or ordering charges.

(3) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

(d) Notification of Discontinuance

A Service Request for discontinuance of a TPP arrangement must be received by the Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(E) Rate Regulations (Continued)

(4) Term Payment Plan (TPP) (Continued)

(e) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during a TPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s).

(f) Termination Liability

When a TPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the TPP period in effect at the time of disconnect.

One Year TPP - 50% of any remaining portion of the first year's recurring charges for the in service quantity.

Three Year TPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

Five Year TPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

(g) Termination Without Liability

During a TPP period, should the currently effective rate for a customer's service increase, the customer may, at his/her option, terminate the TPP arrangement without penalty or liability.

(*) Limited to existing customers as of May 1, 2003

16. ADVANCED COMMUNICATIONS NETWORKS

16.2 Frame Relay Service * (Continued)

(F) Rates and Charges

	Nonrecurring Charge	Monthly Rate
(1) Frame Relay with Port and Access, each		
(a) 56 Kbps		
Month-to-Month	$ 295.00	$ 110.00
One Year	295.00	105.00
Three Years	295.00	95.00
Five Years	295.00	85.00
(b) 384 Kbps		
Month-to-Month	395.00	365.00
One Year	395.00	345.00
Three Years	395.00	335.00
Five Years	395.00	320.00
(c) 1.544 Mbps		
Month-to-Month	595.00	530.00
One Year	595.00	510.00
Three Years	595.00	490.00
Five Years	595.00	470.00
(2) Frame Relay with Port Only, each		
(a) 384 Kbps		
Month-to-Month	$295.00	78.00
One Year	295.00	75.00
Three Years	295.00	72.00
Five Years	295.00	69.00
(b) 1.544 Mbps		
Month-to-Month	295.00	180.00
One Year	295.00	170.00
Three Years	295.00	160.00
Five Years	295.00	150.00
(3) Additional Frame Relay Permanent Virtual Connections (PVCs), per PVC		
Month-to-Month	20.00	8.00
One Year	20.00	7.00
Three Years	20.00	6.00
Five Years	20.00	5.00
(4) Miscellaneous Charges		
Initial Ordering Charge	69.92	--
Subsequent Ordering Charge	68.84	--

(*) Limited to existing customers as of May 1, 2003

17. COMPENSATION FOR THE UNAUTHORIZED COMPLETION OF INTRALATA CALLS

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ISSUED: June 18, 2010
BY: Vice President
Rochester, New York

EFFECTIVE: July 1, 2010

17. COMPENSATION FOR THE UNAUTHORIZED COMPLETION OF INTRALATA CALLS

17.1 Unauthorized IntraLATA Calls

17.1.1 General Description

(A) The IC will compensate the Company for any unauthorized intraLATA calls completed by the IC.

(B) An unauthorized intraLATA call is a call that is originated and terminated by the IC within the same LATA over any service other than the services authorized for use by the IC.

17.1.2 Reporting Requirements

(A) The IC shall report to the Company the IC's unauthorized intraLATA minutes of use for each quarter.

(B) The IC quarterly reports will be due no later than 30 days after the end of each quarter.

(C) The Company shall render a bill to the IC based on the IC's reported unauthorized intraLATA minutes of use multiplied by the Compensation Rate as set forth in 17.1.3 following. Bill payment will be made in accordance with the rules and regulations as set forth in 2.4.1 preceding.

17.1.3 Rate and Charges

(A) The compensation rate for unauthorized intraLATA calls is:

1. Compensation Rate

(a) Per conversation minute of use $ .0324

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18. COLLOCATION SERVICE

18.1 General

New Communications of the Carolinas Inc. (hereafter referred to as the Company) shall provide collocation services in accordance with, and subject to, the terms and conditions of this tariff and any additional applicable regulations in other Company tariffs. The Company shall provide collocation services under this tariff only to those parties which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreements pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this tariff to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this tariff or other Company tariffs on Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this tariff or the collocation of any equipment hereunder: (1) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Company does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; and (3) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996 (See, New Communications of the Carolinas Inc., et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000).

Collocation provides for access to the Company's premises for the purpose of interconnection and/or access to unbundled network elements, including, its central offices, serving wire center and all other buildings or similar structures owned, leased or otherwise controlled by the Company that house the Company's network facilities.

Collocation shall be accomplished through Caged, Cageless, Virtual, or Microwave Collocation, except in those instances where not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technically feasibility.

The provision of Collocation by the Company, as set forth in this tariff, does not constitute a joint undertaking with the Competitive Local Exchange Carrier (CLEC) for the furnishing of the services. In addition, the regulations, terms and conditions of this tariff do not apply to any CLEC offering of services to its subscribers.

18.2 Description of Types of Collocation

18.2.1 Single Caged

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within a Company premises.

18.2.2 Shared Caged

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Company premises. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the Host CLEC (Host) and the other(s) to be the Guest CLEC (Guest).

18. COLLOCATION SERVICE (Continued)

18.2 Description of Types of Collocation (Continued)

18.2.2 Shared Caged (Continued)

The Host and Guest(s) are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The Host and Guest(s) must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the Host and the Guest(s), but the Company will provide the Host with information on the proportionate share of the non-recurring charges for each CLEC in the shared arrangement. The Host will be responsible for ordering and payment of all collocation applicable services ordered by the Host and Guest(s). Each Host and Guest will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the Host and/or Guest(s) for unbundled network elements ordered.

The Host CLEC and Guest(s) are the Company's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). All terms and conditions for caged collocation as described in this tariff will apply to shared caged collocation requirements.

18.2.3 Subleased Caged

Vacant space available in a CLEC's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. The CLEC subleases floor space to the third party pursuant to terms and conditions agreed to by the CLEC and third party involved. The CLEC and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements.

The CLEC is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLEC and the third party. The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party/parties.

Each CLEC and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLEC customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Tariff will apply to subleased caged collocation requirements

18. COLLOCATION SERVICE (Continued)

18.2 Description of Types of Collocation (Continued)

18.2.4 Cageless

Cageless collocation is a form of collocation in which CLECs can place their equipment in Company premises space. A cageless collocation arrangement allows a CLEC, using Company approved vendors, to install equipment in single bay increments in an area designated by the Company. The equipment location will be designated by the Company and will vary based on individual premises configurations. CLEC equipment will not share the same equipment bays with Company equipment.

18.2.5 Adjacent

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this tariff. Adjacent collocation is only an option when the following conditions are met:

- Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and

- It is technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.

Any construction by the CLEC on Company property must comply with Company technical specifications as they relate to environmental safety and grounding requirements set forth in the Company's Collocation Services Packet. The Company will make available power and physical collocation services to the CLEC in the same non-discriminatory manner as it provides to itself for the Company's own Remote Equipment Buildings (REBs).

18.2.6 Virtual

Under virtual collocation, the Telephone Company installs and maintains CLEC provided equipment which is dedicated to the exclusive use of the CLEC in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 18.12.

18.2.7 Microwave

Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of CLEC or Company provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Company premises. Additional details on Microwave Collocation are set forth in Section 18.13.

18. COLLOCATION SERVICE (Continued)

18.3 Ordering Conditions

18.3.1 Application

(A) Point of Contact

The CLEC must request collocation arrangements through the Company's point of contact. Completed applications for collocation must be sent directly to the Company's Collocation Project Manager at the following address:

Collocation Project Manager
New Communications of the Carolinas Inc.
125 High Street, Room 1134
Boston, MA 02110
Fax: (617) 342-8515
Email at: Colloation.Apps@verizon.com

Additional information and requirements regarding collocation may be obtained from the Company's public website at www.frontieronline.com.

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee set forth in 18.14. following for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in 18.14. following on an individual case basis (ICB) associated with complying with the application request.

The Company will process collocation requests from CLECs on a first-come, first-serve basis pursuant to the Company's receipt of a completed application form and the non-refundable engineering fee.

18. COLLOCATION SERVICE (Continued)

18.3 Ordering Conditions

18.3.2 Space Availability

Subject to forecasting requirements, the Company will inform the CLEC whether space is available to accommodate the CLEC's request, within eight (8) business days after receipt of an application. The Company's response will be one of the following:

(A) There is space and the Company will proceed with the arrangement.

(B) There is no space. The Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.

(C) There is no readily available space however, the Company will determine whether space can be made available and will notify the CLEC within twenty (20) business days. At the end of this period, the Company will proceed as described in (A) or (B) above.

18.3.3 Collocation Schedule

If space is available, the Company will provide to the CLEC a collocation schedule describing the Company's ability to meet the physical collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Company provided collocation schedule to pay 50% of the applicable non-recurring charges associated with the ordered collocation services.

If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

18.3.4 Augmentation

All requests for an addition, partial reduction, or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain the circumstances outlined below. The definition of a major or minor augment is as follows:

(A) Major Augments are those requests that require additional AC or DC power, add equipment that generates more BTUs of heat, add transmission or power cables, or an increase in floor space, over what the CLEC requested in its original application. A complete application and Engineering Fee will be required when submitting a request that requires a major augment.

18. COLLOCATION SERVICE (Continued)

18.3 Ordering Conditions

18.3.4 Augmentation (Continued)

(B) Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that do not require more AC or DC power, do not add equipment that generates more BTUs of heat, do not add transmission or power cables, or do not increase the floor space, over what the CLEC requested in its original application. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this tariff for the purpose of ensuring compliance with Company safety standards.

18.3.5 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

18.3.6 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLEC will be responsible for all costs associated with the relocation of its equipment.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation

18.4.1 Joint Planning and Implementation Intervals for Physical Collocation

(A) The Company and the CLEC shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by fifteen (15) business days resulting in a ninety-one (91) business day interval.

The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

(1) 800 2-wire voice grade terminations, or
(2) 400 4-wire voice grade terminations, or
(3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
(4) 28 DS1 terminations, or
(5) 24 DS3 terminations, or
(6) 12 fiber terminations, or
(7) Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 – maximum of 800), or
(8) 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or
(9) DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations, b) 3 DS3 terminations or, c) 12 Fiber Terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Company that the CLEC's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

(B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

(C) The following standard implementation milestones, in business days, will apply unless the CLEC and Company jointly decide otherwise.

- Day 1 – CLEC submits completed application and associated fee.
- Day 8 – The Company notifies CLEC that request can be accommodated and advises of due date.
- Day 17 – CLEC notifies the Company of its intent to proceed and submits 50% payment.
- Day 30 – Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)
- Day 45 – Augment (as defined herein) completes.
- Day 76 – The Company and CLEC attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Continued)

(D) The forty-five (45) business day interval is subject to the following requirements:

(1) Infrastructure to support the requested augment must be in place (e.g. cable racking from collocation space to distribution frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).

(2) The CLEC must install sufficient equipment in its collocation space to support the requested terminations/facilities.

(3) In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Continued)

(E) A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLEC to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in 5.14 following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Company in completing the Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

(F) Intervals for non-standard arrangements, including Adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.

(G) The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimate as soon as possible.

18.4.2 Forecasting and Use of Data

(A) The Company will request from the CLEC forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required (Caged), number of bays (Cageless), a high-level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.2 Forecasting and Use of Data (Continued)

(A) (Continued)

If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

(B) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows.

- No forecast: Interval Start Date commences 2 months after application receipt date.

- Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date.

- Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date.

- Forecast received 2 months or more prior to application receipt date: Interval start date commences on the application receipt date.

18.4.3 Collocation Capacity

(A) The Company's estimate of its present capacity (i.e. no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasting indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Company and the CLEC fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

(B) If the Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in the preceding section will be held accountable for the accuracy of their forecasts.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.4 Vendor Capacity

The Company will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increases in demand, The Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

18.4.5 Responsibility for Vendor Delays

No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

18.4.6 Space Preparation

(A) Cage Construction

For caged collocation, the Company will construct the cage with standard enclosure or the CLEC may subcontract this work to a Company approved contractor.

(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Company's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.

The Company may assign caged and cageless collocation to space separate from space housing the Company's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

The Company shall provide, at the rates set forth in 18.16 following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.6 Space Preparation (Continued)

(C) DC Power

The Company will provide DC power to the collocation arrangements as specified by the CLEC in its Collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. CLECs must order a minimum of ten (10) load amps for each caged,, cageless and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed and 20 load amps on the B feed. The Company will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused to 50 amps if the CLEC wants one feed to carry the entire load in the even the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

The CLEC is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Company will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

The Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Company may measure the DC power drawn at an arrangement by monitoring the Company's power distribution point. In those instances where the Company needs access to the collocation arrangement to make these measurements, the Company will schedule a joint meeting with the CLEC.

(1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

(2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:

(a) The Company will provide the CLEC with written notification, by certified US Mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.6 Space Preparation (Continued)

(2) (Continued)

(b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as lone as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

(3) If the inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2.b preceding, that arrangement is subject to the following treatment:

(a) The Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLEC or require it to be present during the second inspection.

(b) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in 18.16.51 following.

(c) The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Company or require it to be present during the CLEC test. Upon request of the CLEC, the Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and it the CLEC's measurements differ from the Company's.

(d) If the second text also exceeds the applicable buffer zone, the Company will provide the CLEC with written notifications, within ten (10) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.6 Space Preparation (Continued)

(3) (Continued)

(e) The Company will maintain a file for results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unlessit receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Company from making the notice described in paragraph f. following.

(f) If the CLEC disagrees with the results of the audit, it will first notify the Company. The Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.

(g) With the notification required by subparagraph C.3.d., the Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.

(4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows:

(a) For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing for the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

(b) For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing for the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.6 Space Preparation (Continued)

(4) (Continued)

(c) For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing for the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

(d) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross.

(e) The Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross, under the provision set forth preceding.

(5) At the conclusion of any dispute resolution proceeding, the above penalties (including the revised billing) will be self-executing.

(6) If the CLEC has requested a pwer augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4.e. preceding.

Annually, each CLEC must submit a written statement signed by a responsible officer of the Company, which attests that it is not exceeding the total load of power as ordered in its Collocation application. This attestation, which must be received by the Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Company in the state. If the CLEC fails to submit this written statement by the last day in June, the Company will notify the CLEC in writing that is has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the 30 calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.

Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in Section 18.16.51 following.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.6 Space Preparation (Continued)

If the CLEC orders a change in the power configuration requiring new –48 volt DC power feeds to the Collocation arrangement, the Company will require an Engineering/Major Augment Fee with an application as set forth in Section 18.16.1 following, subject to the terms and conditions described in Section 18.3.5. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee as set forth in Section 18.16.1 applies. The Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

18.4.7 Equipment and Facilities

(A) Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with New Communications of the Carolinas Inc. The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company.

(B) Permissible Equipment

The Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Company at a level equal in quality to that which the Company obtains within its own network or the Company provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions or capabilities.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.7 Equipment and Facilities (Continued)

(B) Permissible Equipment (Continued)

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunications services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property.

Whenever the Company objects to collocation of equipment by a requesting CLEC for purposes within the scope of Section 251(c)(6) of the Act, the Company shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premises environmental standards.

(C) Specifications

Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities. The CLEC's designated and installed equipment located within the Company premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of the Company's Network Equipment Installation Standards (New Communications of the Carolinas Inc. Information Publication IP 72201) and the Company's Central Office Engineering Standards (New Communications of the Carolinas Inc. Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and the Company's technical specifications, the CLEC and the Company will make a good faith effort to resolve the difference. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Company may take action as permitted under Section 18.10 of this Tariff.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.7 Equipment and Facilities (Continued)

(C) Specifications (Continued)

CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in the Company's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in the Company's RNSA-NEB-95-0003, Revision 10 or higher.

In addition, the CLEC may install equipment that has been deployed by the Company for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment.

The Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Tariff. In such cases, the Company will, at its discretion, furnish to the CLEC written material which will specify and explain the required construction.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.7 Equipment and Facilities (Continued)

(D) Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct.

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for the Company to be able to fully extend such cable through to the CLEC's collocation space.

(E) Manhole/Splicing Restrictions

The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLEC collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

(F) Access Points and Restrictions

The interconnection point for caged and cageless collocation is the point where collocation cable facilities connect to Company termination equipment. The demarcation point for the CLEC is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLEC must tag all entrance facilities to indicate ownership. The CLEC will not be allowed access to Company DSX line-ups, MDF or any other Company facility termination points. The DSX, MDF, and fiber distribution panel are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

(G) Staging Area

For caged and cageless collocation arrangements, the CLEC shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLEC is responsible for protecting the Company's equipment and premises walls and flooring within the staging area and along the staging route. The CLEC will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLEC may also utilize a staging trailer, which can be located on the exterior premises. The Company may assess the CLEC a market value lease rate for the area occupied by the trailer.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.7 Equipment and Facilities (Continued)

(H) Testing

Upon installation of the CLEC equipment, with prior notice, the Company will schedule an agreed upon time with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide the Company with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, the Company reserves the right to charge the CLEC additional labor rates set forth in Section 18.16 for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the collocation arrangement.

(I) Interconnection Between Collocated Spaces

(1) Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Company, premises, using Company provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The Company will offer DTS to requesting CLECs as long as such access is technically feasible.

DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Company premises, provided that the collocated equipment is used for interconnection with the Company and/or for access to the Company's unbundled network elements. The Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises. DTS is provided at the same transmission level from CLEC to CLEC.

The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Company will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section 16.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.7 Equipment and Facilities (Continued)

(I) Interconnection Between Collocated Spaces (Continued)

(2) (Note: Collocator to Collocator Interconnect arrangements will only be provided under the terms and conditions of this section to CLECs with existing arrangements. Additions, rearrangements, and moves are not permitted.)

The Company shall provide, upon the CLEC's request, a Collocator to Collocator Interconnect arrangement between its equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, the CLEC must submit an Application Form, ASR, and a Minor Augment Fee. The Company will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route.

The CLEC has the option of providing all cables and connectors for the arrangement and the option of running the cables for the Collocator to Collocator Interconnect Arrangement. If the Company provides the cables and connectors and/or runs the cable, the applicable cable and labor rates in 18.16 following will be applied.

(J) Optical Facility Terminations

CLECS who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Company's fiber distribution panel (FDP) and the CLEC's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled interoffice facilities and Dedicated Transit Service.

(K) Non-Compliant Installations and Operations

If at any time the Company reasonably determines that either the CLEC's collocation equipment or the engineering and installation do not meet the requirements outlined in this tariff, the CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the CLEC fails to correct any non-compliance with these standards within thirty (30) days' written notice to the CLEC, the Company may have the equipment removed or the condition corrected at the CLEC's expense. If, during the installation phase, the Company reasonably determines that any CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Company has the right to immediately stop the work until the problem is corrected to the Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Company employees, interferes with the performance of the Company's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC. The Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to the CLEC if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If the CLEC equipment poses an immediate safety threat, the CLEC shall remove the equipment immediately.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.8 Access to Collocation Space

The Company will permit CLEC employees, agents, and contractors approved by the Company to have direct access to CLEC caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. The CLEC must abide by all Telephone Company security practices for non-Company employees with access to Company premises as described in the Company's security guidelines, which will be provided upon request. The Company reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, the Company reserves the right to permanently remove and/or deny access from Company premises any CLEC employee, agent, or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company.

18.4.9 Network Outage, Damage and Reporting

The CLEC shall be responsible for:

- Any damage or network outage occurring as a result of CLEC owned or designated termination equipment in Company premises;
- Providing trouble report status when requested;
- Providing a contact number that is readily accessible 24 hours a day, 7 days a week;
- Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and
- Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLEC service.

The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in 18.4.11 following.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.10 Security Requirements

(A) Security Measures

The CLEC must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors as described in the Company's Security Guidelines, which will be provided upon request. The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLEC with written notice of such changes. Where applicable, the Company will provide information to the CLEC on the specific type of security training required so its employees can complete such training.

The CLEC will maintain with the Company a list of all CLEC employees who are currently authorized by the CLEC to access its caged and cageless collocation space and will include social security numbers of all such individuals. The CLEC will also maintain with the Company a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless collocation space. Only those individuals approved by the Company will be allowed access to Company premises and caged and cageless collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All CLEC personnel must obtain and prominently display a valid non-employee Company identification card. Former employees of the Company will be given access to the Company premises by the CLEC in accordance with the Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Company's premises. The Company reserves the right to revoke any identification badge and/or access card of any CLEC employee or agent found in violations of the terms and conditions set forth herein.

The CLEC must follow the Company's security guidelines, which are published on the Company's web site. The Company may suspend a CLEC employee or agent from the Company's premises if his/her actions materially affect the safety and/or integrity of the Company's network or the safety of Company or other CLEC employees/agents. Unless the CLEC employee or agent poses an immediate threat to the Company or other CLECs, the Company will provide the CLEC with a written explanation of violations committed by the CLEC employee or agent four (4) business days prior to suspending the CLEC employee or agent from Company premises. The CLEC will have two (2) business days to respond to the Company's notification. Any such employee or agent may later be allowed readmission to the Company premises on mutually agreeable terms. Nothing in this section, however, restricts the Company's authority to bar the CLEC employee or agent from Company premises for violating the Company's security guidelines.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.10 Security Requirements (Continued)

(B) Security Standards

The Company will be solely responsible for determining the appropriate level of security in each premises. The Company reserves the right to deny access to Company buildings for any CLEC employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow.

The Company also reserves the right to deny access to Company buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. If CLEC employees, agents or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC.

The Company may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Company.

The Company may require CLEC employees and contractors to use a central or separate entrance to the Company's premises, provided, however, that where the Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Company's affiliates and subsidiaries will be subject to the same restriction.

The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (1) Construction of a separate entrance is technically feasible; (2) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (3) Construction of a separate entrance will not artificially delay collocation provisioning and (4) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

18. COLLOCATION SERVICE (Continued)

18.4 Installation and Operation (Continued)

18.4.10 Security Requirements (Continued)

(C) Access Cards/Identification

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Company premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Company premises. The Company will provide the CLEC with instructions and necessary access cards or keys to obtain access to Company buildings.

The CLEC is required to immediately notify the Company by the most expeditious means, when any CLEC employee, agent or contractor with access privileges to Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. The CLEC is responsible for the immediate retrieval and return to the Company all keys, access cards or other means of obtaining access to Company buildings upon termination of employment of an employee and/or termination of service. The CLEC shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or upon failure of it or its employee, agent or contractor to return them to the Company.

18.4.11 Emergency Access

The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency.

The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLEC collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLEC or CLEC equipment upon the operation of Company equipment, facilities and/or employees located outside the CLEC's collocation space. The Company will notify the CLEC as soon as possible when such an event has occurred.

In case of a Company work stoppage, CLEC employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLEC access to its premises, or ability to provide service. The CLEC will notify the Company point of contact of any work stoppages by CLEC employees.

18. COLLOCATION SERVICE (Continued)

18.5 Space Requirements

18.5.1 Space Availability

If the Company is unable to accommodate caged and cageless collocation requests at a premises due to space limitations or other technical reasons, the Company will post a list of all such sites on its Website and will update the list within ten (10) calendar days of the date at which a premises runs out of caged and cageless collocation space. This information will be listed at the following public Internet URL:

http://www.frontier.com/

Where the Company has denied a physical collocation requests at a premises due to space limitations or other technical reasons, the Company shall:

(A) Submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of the premises which will show what space, if any, the Company or any of its affiliates has reserved for future use; and describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation; and

(B) Allow the CLEC to tour the entire premises, without charge, within ten (10) calendar days of the tour request.

18.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space requested for an existing caged, cageless and/or adjacent collocation arrangement will be provided on a per request basis, where feasible, and where space is being efficiently used.

18. COLLOCATION SERVICE (Continued)

18.5 Space Requirements (Continued)

18.5.2 Minimum/Maximum/Additional Space (Continued)

Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in 18.14. The Company will not be required to lease additional space when available collocation space has been exhausted.

18.5.3 Use of Space

The Company and CLEC will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this tariff, the CLEC shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Company premises. The CLEC shall use the collocation space solely for the purposes of installing, maintaining and operating its equipment to interconnect for the exchange of traffic with the Company and/or for purposes of accessing unbundled network elements. The CLEC shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of the Company. The collocation space may not be used for administrative purposes and may not be used as CLEC employee(s) work location, office or retail space, or storage. The collocation space shall not be used as the CLEC's mailing or shipping address.

18.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's and its affiliates' own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures in 18.5.1. The CLEC shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLEC to determine an alternative arrangement for the specific location. The CLEC will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLEC Cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

18. COLLOCATION SERVICE (Continued)

18.5 Space Requirements (Continued)

18.5.5 Collocation Space Report

Upon request by the CLEC and upon its signing a collocation nondisclosure agreement, the Company will make available a Collocation Space Report with the following information for the premises requested:

- Detailed description and amount of caged and cageless collocation space available;
- Number of telecommunications carriers with existing collocation arrangements;
- Modifications of the use of space since the last Collocation Space Report requested; and,
- Measures being taken, if any, to make additional Collocation spaces available.

The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a CLEC within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee will be assessed per request and per premises.

18.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of 18.5.4 preceding, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, the Company will reimburse the CLEC for reasonable direct costs and expenses in connection with such reclamation. The Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

18. COLLOCATION SERVICE (Continued)

18.6 Liability and Indemnification

(A) No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the 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) in the absence of gross negligence or willful misconduct.

Subject to the preceding and to the provisions following, with respect to any claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Company for the service for the period during which service was affected.

(B) The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.

(C) The Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's gross negligence or willful misconduct.

(D) The Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company's facilities;

(2) Claims for patent infringement arising from the CLEC's or its end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user of the CLEC;

(3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff;

(4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Company, the CLEC, or the end user; or

(5) The Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.

(E) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the CLEC from any and all claims by any person relating to such CLEC's use of services so provided.

18. COLLOCATION SERVICE (Continued)

18.6 Liability and Indemnification (Continued)

(F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

(G) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

(H) The Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLEC or CLEC end user, or due to failure of equipment, facilities, or services provided by the CLEC or its end user.

(I) Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.

(J) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities of by their proximity to equipment or facilities or all parties occupying space within or on the exterior of the Company's central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

The Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorney' fees, whether suffered, made, instituted or asserted by the Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Company's provision of service within or on the exterior of the central office of by an act or omission of the CLEC, its employees, agent, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC.

A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(1) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section only to the extent that failure to give such notice has prejudiced the indemnifying Party.

(2) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

18. COLLOCATION SERVICE (Continued)

18.6 Liability and Indemnification

(J) (Continued)

(3) In no event shall the indemnifying Party settle or consent to any judgement in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgement requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgement and, at its own cost and expense, take over the defense against such Los, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgement.

(4) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

(K) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by the CLEC and/or acts by the CLEC, its employees, agents or contractors.

(L) The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

(M) The CLEC represents, warrants and covenants that it shall comply with all applicable federal ,state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

(N) The Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulation, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Company, its directors, officers and employees, servants, agents, affiliates and parent.

(O) The Company and the CLEC shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

18. COLLOCATION SERVICE (Continued)

18.7 Insurance

18.7.1 Coverage Requirements

The CLEC shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

(A) Commercial general liability coverage on an occurrence basis in an amount of $1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of $2,000,000. This coverage shall include contractual liability.

(B) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in (A) above.

(C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.

(D) Statutory Workers Compensation coverage.

(E) Employers Liability coverage in an amount of $500,000 each accident.

(F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in (C) through (F) above shall only be required if the CLEC orders collocation services pursuant to this Tariff. The minimum amounts of insurance required in this section may be satisfied by the CLEC purchasing primary coverage in the amounts specified or by the CLEC buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLEC's option, so long as the total amount of insurance meets the Company's requirements.

18. COLLOCATION SERVICE (Continued)

18.7 Insurance (Continued)

18.7.2 Deductibles

Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLEC.

18.7.3 Additional Insureds

The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLEC. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Company has secured to protect itself. All of the insurance afforded by the CLEC shall be primary in all respects, including the CLEC's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLEC and required hereby.

18.7.4 Waiver of Subrogation Rights

The CLEC waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

18.7.5 Evidence of Insurance

All insurance must be in effect on or before the Company authorizes access by CLEC employees or placement of CLEC equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLEC's facilities remain within any space governed by this Tariff. If the CLEC fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLEC. Failure to make a timely reimbursement will result in disconnection of service. The CLEC agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal.

18. COLLOCATION SERVICE (Continued)

18.7 Insurance (Continued)

18.7.5 Evidence of Insurance (Continued)

At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLEC shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLEC access be construed as a waiver of the right of the Company to assert a claim against the CLEC for breach of the obligations established in this section.

18.7.6 Compliance Requirements

The CLEC shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLEC shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLEC shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLEC must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.

18.7.7 Self Insurance

If the CLEC net worth exceeds $100,000,000, the CLEC may elect to self insure and thereby assume the coverages, protections and payments that otherwise would have been provided or made to or on behalf of the Company under the insurance provisions set forth in this section. If the CLEC self insures, the CLEC shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLEC is subject to the same liability and indemnification provisions set forth herein.

18. COLLOCATION SERVICE (Continued)

18.8 Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that:

- Was already known to the CLEC free of any obligation to keep such information confidential;

- Was or becomes publicly available by other than unauthorized disclosure; or

Was rightfully obtained from a third party not obligated to hold such information in confidence.

18. COLLOCATION SERVICE (Continued)

18.9 Casualty

(A) If the collocation equipment location or any part thereof is damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Company. Tariff regulations will remain in full force and effect except as set forth following:

(i) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Company, the damages thereto shall be repaired by and at the expense of the Company. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location, which is usable. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.

(ii) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Company, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.

18. COLLOCATION SERVICE (Continued)

18.9 Casualty (Continued)

(A) (Continued)

(iii) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by the Company. The Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in (B) following.

(iv) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Company may terminate the CLEC's collocation arrangement immediately.

(B) If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Company's rights against the CLEC under this tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC.

(C) After any such casualty and upon request by the Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.

(D) In the event non-recurring and/or recurring charges were suspended pursuant to the foregoing section (A), the CLEC's liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.

(E) Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty.

(F) Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

18. COLLOCATION SERVICE (Continued)

18.9 Casualty (Continued)

(G) The Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

18.10 Implementation and Termination of Service

18.10.1 Implementation of Collocation Charges

The Company shall provide the CLEC with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and will request the CLEC to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement.

(A) Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 18.3.3. The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

(B) Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 18.10.4.

18. COLLOCATION SERVICE (Continued)

18.10 Implementation and Termination of Service

18.10.1 Implementation of Collocation Charges (Continued)

(C) Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 18.10.4.

If the Company ascertains the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after the notification to retain the collocation space by notifying the Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first.

18.10.2 Grounds for Termination by the Company (Continued)

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges, may result in termination of collocation service. In addition to the other grounds for termination of collocation services set forth herein, the Company reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC: (a) is not in conformance with provisions of this tariff or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs.

18. COLLOCATION SERVICE (Continued)

18.10 Implementation and Termination of Service (Continued)

18.10.2 Grounds for Termination by the Company (Continued)

The Company also reserves the right to terminate such services, without prior notice, in the event the CLEC's collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Company's equipment and facilities or to Company employees located outside the CLEC's collocation space.

The Company reserves the right to inspect the CLEC's collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice.

If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 18.10.4.

18.10.3 Termination by CLEC

A CLEC must notify the Company in writing of its plans to terminate a collocation arrangement ("CLEC Termination Notice"), and such CLEC termination shall be governed by this Section.

(A) Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 18.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 18.10.1(A). If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

(B) Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

18. COLLOCATION SERVICE (Continued)

18.10 Implementation and Termination of Service (Continued)

(B) Termination Prior to Completion (Continued)

a. Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of non-recurring charges
b. Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of non-recurring charges.
c. Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of non-recurring charges.
d. Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of non-recurring charges.
e. Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, with any remaining refund amount issued to the CLEC. Engineering/Major Augment fees submitted with the application will not be refunded.

The CLEC Termination Notice must be received by the Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

18.10.4 Effects of Termination

If the Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:

(A) Equipment Removal and Monthly Recurring Charges. The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 18.16.51 for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Company discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

(B) Refund of Non-Recurring Charges. If the Company or the CLEC has terminated a collocation arrangement pursuant to Sections 18.10.2 and 18.10.3 and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC.

18. COLLOCATION SERVICE (Continued)

18.10 Implementation and Termination of Service (Continued)

18.10.4 Effects of Termination (Continued)

(B) Refund of Non-Recurring Charges (Continued)

If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Engineering/Major Augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

18.10.5 Closure, Decommissioning or Sale of Premises

Collocation arrangements will automatically terminate if the premise in which the collocation space is located is closed, decommissioned or sold and no longer houses the Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Company will provide notice to the CLEC as soon as practicable. The Company will work with the CLEC to identify alternate collocation arrangements. The Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.

18.11 Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

18.12 Virtual Collocation

(A) Description

Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber optic facilities through Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(A) Description (Continued)

Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

If the CLEC requests virtual collocation of equipment other than the standard virtual arrangement, the CLEC and Company will mutually agree upon the type of equipment to be virtually collocated.

(B) Implementation Intervals and Planning

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.

The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Company premises by business day 40. The Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements.

(C) Transmission Failure

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

(D) Accommodations

Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLEC within eight business days of the results of this review and site survey.

The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

Where the Company uses approved contractors for installation, maintenance or repair of Virtual Collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(D) Accommodations (Continued)

Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same timeframe and standards as its own equipment.

CLEC personnel are not allowed on the Company premises to maintain and repair on Virtual collocation equipment.

The Company shall monitor local premise and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition.

The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 18.12(K)).

(E) Plug-ins and Spare Cards

When a plug-in/card is determined by the Company to be defective, the Company will label the plug-in as defective and place it in the CLEC-dedicated plug-in/card storage cabinet. The CLEC will be notified as the plug-in/card is replaced.

The Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLEC provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet.

The CLEC shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC shall provide the Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.

In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(E) Plug-ins and Spare Cards (Continued)

Upon receiving notification from the Company that a plug-in/card has been replaced, the CLEC is then responsible to contact the Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the Company's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

(F) Safety and Technical Standards

The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.

All CLEC equipment to be installed in Company premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and the Company's premise environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environment, and network safeguards.

It is the CLEC's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

All the CLEC's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760- 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethelyne resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(G) Control Over Premises Based Equipment

The Company exercises exclusive physical control over the premises-based transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLEC.

(H) Removal of Equipment

The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

(I) Installation and Trouble Resolution

The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.

(J) Placement, Removal and Monitoring of Facilities and Equipment

From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 18.12(K)).

When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Company. The CLEC shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLECs technician/contact.

Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.

If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC.

The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(K) Use of Non-Standard Equipment

When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.

The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLEC. The CLEC shall also pay for the Company technicians' time subject to tariffed rates. When travel is required, travel expenses associated with training will be charged to the CLEC based on ticket stubs and/or receipts. This included paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The CLEC also has the option of arranging and paying for all travel expenses for Company technicians directly.

In the event of an equipment upgrade, the CLEC must provide secondary training subject to the provisions contained herein.

(L) Additions and Rearrangements

Once the CLEC has established a virtual collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading and/or reconfiguring the current equipment) are considered rearrangements to that virtual collocation arrangement. If the CLEC decides to rearrange an existing virtual collocation arrangement, the CLEC must submit a new application outlingint the details of the rearrangement along with a Virtual Engineering/Major Augment fee.

18. COLLOCATION SERVICE (Continued)

18.12 Virtual Collocation (Continued)

(M) Application of Rates and Charges

(1) Billing

The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.

The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

(2) Virtual Engineering Fee

The Company will require a Virtual Engineering/Major Augment fee (NRC) per virtual collocation request, per premise or other Company location where the CLEC requests to establish virtual collocation. A virtual Engineering/Major Augment fee is required to be submitted by the CLEC with its application. This fee applies for all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company's performance of an initial site visit and an engineering evaluation.

If the CLEC cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLEC will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(3) Other Virtual Collocation Rate Elements

The application, description, and rates of other Virtual Collocation rate elements are described in Section 18.15 and 18.16.

(N) Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 18.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement that requires no physical changes to the arrangement will be assessed a Minor Augment Fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering /Major Augment Fee and other applicable charges. The Company will notify the CLEC within ten (10) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 18.3.7.

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation

Microwave collocation is available on a first-come, first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Company facilities through the collocation arrangement.

(A) Accommodations

The Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual collocation arrangement and to access the Company's interconnection point. Waveguide may not be placed in Company cable risers or racks. The Company reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection require will be discussed during the pre-construction survey.

The Company will designate the space in, on or above the exterior walls and roof of the premises which will constitute the roof space or transmitter/receiver space. The Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. The Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of the Company, the antenna support structure shall be built, owned and maintained by either the Company or by the CLEC. The Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The Company also reserves the right to use any unused portion of a support structure owned by the CLEC for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Company is the owner of the structure, is shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall used reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come, first served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the CLEC's interior collocation space, or in a separate location inside or on the exterior of the building as determined by the Company.

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation (Continued)

(B) Security

The Company will permit the CLEC's employees, agents and contractors approved by the Company to have access to the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine management, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Company will provide access on a per event basis.

The Company will also permit all approved, agents and contractors of the CLEC to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

(C) Safety and Technical Standards

The Company reserves the right to remove facilities and equipment form its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. The Company will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

The Company reserves the right to review wind or ice loadings, etc. for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over 10 feet in height, the CLEC or if applicable, the Company, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. For structures used by multiple CLECs the costs associated with such inspection shall be apportioned based on relative capacity rate. A copy of the report may be filed with the Company within 10 days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

The CLEC shall provide written notice to the Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.

All CLEC microwave equipment to be installed in or on the exterior of the Company premises must be on the Company's liat of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a diference may exist in the specifications, the more stringent shall apply.

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation (Continued)

(C) Safety and Technical Standards

The CLEC must comply with Company technical specifications for microwave collocation interconnection specified in NIP – 74171 and the Company's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and FAA.

CLEC facilities shall be places, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All CLEC microwave facilities must comply with Bellcore specifications, regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and the Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with the Company services or facilities.

The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, engineering environmental and transmission standards as the related to fire, safety, health, environmental safeguards, or interference with Company services or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1 – 1982.

CLEC equipment must conform to the same specific risk, safety, hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation (Continued)

(D) Placement and Removal of Facilities and Equipment

Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Company or a hired agent of the Company.

Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.

The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

(E) Moves, Replacements or Other Modifications

Where the CLEC intends to modify, move, replace or to add equipment with facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Company.

(F) Space and Facilities

Monthly rates are applicable to each microwave CLEC for the space (generally on the premises roof) associated with Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the foot print, which resultant is multiplied by the CLEC's RCRs, (i.e., the sum of the RCRs of each of the CLEC's antennas).

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation (Continued)

(F) Space and Facilities (Continued)

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) byt the antenna(s), tower(s) mounts(s), guy wires and/or support structures used by the CLEC. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental cost associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and bulding permits. A portion of the net book value of the support structure based on the relative capacity ratio (RCR) of the user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provided the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above, except that the owner of the structure may assess other user's a proportionate share of inspection costs and the Company may assess microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antennas to an existing support structure, it shall be the responsibility of the CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When a CLEC is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Company is the owner of the support structure, it shall determine the charge on an individual Company's option, ownership of the support structure shall transfer to the Company.

Costs incurred by the Company to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loading meets generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

18. COLLOCATION SERVICE (Continued)

18.13 Microwave Collocation (Continued)

(G) Emergency Power and/or Environmental Support

In the event special work must be done by the Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed on a time and materials basis for the costs incurred.

(H) Escorting

When a CLEC is escorted by a qualified Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in Section 18.16.51 will apply.

18. COLLOCATION SERVICE (Continued)

18.14 Rate Regulations

18.14.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 18.15 following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

18.14.2 Billing and Payment

The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 18.4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements

18.15.1 Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual or Microwave collocation request and major augment requests for existing Caged, Cageless and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, Virtual or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual Equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1, and DS3 cables.

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull Engineering

The Facility Pull-Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel or fiber distribution panel.

(J) Cable Termination

The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable and fiber optic patchchord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel or fiber distribution panel.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(K) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(L) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

(M) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

(N) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(O) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(P) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(Q) DC Power

Non-recurring charges for DC Power are applied for each caged, cageless and virtual collocation application and major DC Power augments to existing arrangements. These charges recover the Company's engineering and installation costs for pulling and terminating DC Power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

(R) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless and virtual collocation arrangements. If the Company provides these cables, the applicable Cable Material Charge will be charged.

(S) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(T) Adjacent Fiber Cable Pull-Engineering

The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

(U) Adjacent Fiber Cable Pull-Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(V) Adjacent Fiber Cable Pull-Labor

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.

(W) Adjacent-Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(X) Adjacent Metallic Cable Pull-Engineering

This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(Y) Adjacent Metallic Cable Pull-Labor

This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.

(Z) Adjacent Cable Splice-Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AA) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AB) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(AC) Adjacent Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

(AD) Adjacent Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AE) Adjacent Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AF) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AG) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AH) Adjacent DS3 Coaxial Cable Termination (Preconnectorized) /Adjacent

These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AI) Adjacent Fiber Cable Termination

This charge covers the labor of terminating fiber cable, per fiber strand, for adjacent collocation to a fiber distribution panel.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(AJ) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AK) Miscellaneous Services-Labor

Additional labor, if required by the Company to complete a collocation request, disconnect collocation power cables, remove collocation equipment, or perform inventory services for CLECs will be rated as set forth in 18.16 following.

(AL) Engineering/Major Augment Fee (Microwave Only)

The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

(AM) Facility Pull (Microwave Only)

The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable form the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

(AN) Building Penetration for Microwave Cable

The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

(AP) Special Work for Microwave

The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.1 Non-Recurring Charges (Continued)

(AO) Virtual Equipment Installation

The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48 and NGDLC. This charge does not apply for the installation of splitters.

(AP) Virtual Software Upgrade

The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

(AQ) Virtual Card Installation

The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

(AR) Cage Ground Bar

If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.

(AS) Dedicated Transit Service (DTS)

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

(AT) Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per jumber to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

(AU) Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

(B) Relay Rack Floor Space

The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space-Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

(G) Cable Rack Space-Metallic

The Cable Rack Space-Metallic charge is applied for each DSO, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC’s metallic and coaxial cable occupies within the Company’s cable rack system.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.2 Monthly Charges (Continued)

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

(I) DC Power

The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

(J) Facility Termination

This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

(K) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(L) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.2 Monthly Charges (Continued)

(M) Environmental Conditioning MRC Rate Description

The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

(N) Adjacent Cable Subduct Space-Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(O) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

(P) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(Q) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

(R) Adjacent Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(S) Adjacent Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

18. COLLOCATION SERVICE (Continued)

18.15 Description and Application of Rate Elements (Continued)

18.15.2 Monthly Charges (Continued)

(T) Adjacent Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(U) Adjacent Cable Vault Space

The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

(V) Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

(W) Microwave Rooftop Space

Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities, The cost includes only that which relates directly to the land and building space itself.

(X) Virtual Equipment Maintenance

The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges

		NRC	MONTHLY CHARGE
18.16.1	Engineering/Major Augment Fee, Per Occurrence		
	Caged or Cageless	$1,129.00	--
	Virtual	717.21	--
	Microwave Augment	1,295.90	--
18.16.2	Minor Augment Fee, Per Occurrence	200.00	--
18.16.3	Access Card Administration, Per Card	18.00	--
18.16.4	Cage Enclosure		
	25-100 Sq.Ft. Cage	4,861.00	--
	101-200 Sq.Ft. Cage	5,572.00	--
	201-300 Sq.Ft. Cage	6,856.00	--
	301-400 Sq.Ft. Cage	8,140.00	--
	401-500 Sq.Ft. Cage	9,425.00	--
18.16.5	Cage Enclosure Augment		
	Per Sq.Ft. Fencing	13.00	--
18.16.6	BITS Timing,		
	Per Project	307.00	--
	Per Month	--	$13.00
18.16.7	Overhead Superstructure, Per Project	2,498.00	--
18.16.8	Facility Pull Engineering,		
	Per Project	79.00	--
18.16.9	Facility Pull, Per Cable Run		
	Metallic	225.00	--
	Fiber Optic Patchcord	210.90	--

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.10	Cable Termination		
	DSO Cable, per 100 pair cable terminated	$ 5.00	--
	DS1 Cable, per 28 pair cable terminated	2.00	--
	DS3 Coaxial Cable (Preconnectorized) per cable terminated	2.00	--
	DS3 Coaxial Cable (Unconnectorized) per cable terminated	12.00	--
	Fiber Optic Patchcord Per termination	1.14	--
18.16.11	Fiber Cable Pull-Engineering Per Project	607.00	--
18.16.12	Fiber Cable Pull-Place Innerduct Per Linear Foot	2.00	--
18.16.13	Fiber Cable Pull-Labor Per Linear Foot	2.00	--
18.16.14	Fiber Cable Pull-Cable Fire Retardant Per Occurrence	45.00	--
18.16.15	Fiber Splice-Engineering Per Project	31.00	--
18.16.16	Fiber Cable Splice Per Fiber	54.00	--
18.16.17	DC Power		
	Engineering, Per Project	78.13	--
	Cable Pull/Termination, Per Cable	1,429.31	--
	Ground Wire, Per Wire	18.12	--
	Facility and Utility, Per Load Amp (10 Amp Min)	--	18.47

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.18	Cable Material Charge		
	Facility Cable, Per Cable Run		
	DSO Cable (Connectorized)		
	100 Pair	$327.00	--
	DS1 Cable (Connectorized)	303.00	--
	DS3 Coaxial Cable	82.00	--
	Fiber Optic Patchcord-24 Fiber (Connectorized)	810.30	--
	Facility Cable, Per Linear Foot		
	Category 5 (Connectorized)	1.07	--
	Power Cable, Per Cable Run		
	Wire Power 1/0	92.00	--
	Wire Power 2/0	134.00	--
	Wire Power 3/0	148.00	--
	Wire Power 4/0	182.00	--
	Wire Power 350 MCM	309.00	--
	Wire Power 500 MCM	432.00	--
	Wire Power 750 MCM	664.00	--
18.16.19	Caged Floor Space, Per Square Foot, Per Month	--	$ 4.00
18.16.20	Relay Rack Floor Space, Per Linear Foot, Per Month	--	15.00
18.16.21	Cabinet Floor Space, Per Linear Foot, Per Month	--	20.00
18.16.22	Cable Subduct Space-Manhole Per Project, Per Month	--	7.00

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.23	Cable Subduct Space		
	Per Linear Foot, Per Month	--	$ .06
18.16.24	Fiber Cable Vault Splice-48 Fiber		
	Material, Per Splice, Per Month	--	12.00
18.16.25	Fiber Cable Vault Splice-48 Fiber		
	Per Subduct, Per Month	--	2.00
18.16.26	Fiber Cable Vault Splice-96 Fiber		
	Material, Per Splice, Per Month	--	33.00
18.16.27	Fiber Cable Vault Splice-96 Fiber		
	Per Subduct, Per Month	--	2.00
18.16.28	Cable Rack Space-Metallic		
	Per Cable Run, Per Month	--	3.00
18.16.29	Cable Rack Space-Fiber		
	Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month	--	.02
	Fiber Optic Patchcord to Fiber Distribution Frame, Per Cable, Per Month	--	.52
18.16.30	Facility Termination		
	DSO, Per 100 Pair, Per Month	--	5.00
	DS1, Per 28 Pair, Per Month	--	19.00
	DS3, Per DS3, Per Month	--	14.00
	Fiber Optic Patchcord, Per Connector, Per Month	--	.88
18.16.31	Building Modification		
	Per Project	--	218.00
18.16.32	Environmental Conditioning		
	Per Load Amp DC Power (10 Amp Min)	--	2.76
18.16.33	Adjacent Engineering Fee		
	On-Site, Per Occurrence	$958.00	--

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.34	Adjacent Fiber Cable Pull-Engineering, Per Project	$607.00	--
18.16.35	Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	2.00	--
18.16.36	Adjacent Fiber Cable Pull Per Linear Foot	2.00	--
18.16.37	Adjacent Cable Fire Retardant Per Occurrence	45.00	--
18.16.38	Adjacent Metallic Cable Pull-Engineering, Per Project	607.00	--
18.16.39	Adjacent Metallic Cable Pull Per Linear Foot	2.00	--
18.16.40	Adjacent Metallic Cable Splice		
	Engineering, Per Project	31.00	--
	Greater than 200 Pair, Per DSO/DS1 Pair	2.00	--
	200 Pair or Less, Per DSO/DS1 Pair	2.00	--
18.16.41	Adjacent Fiber Cable Splice		
	Engineering, Per Fiber	31.00	--
	48 Fiber or Less, Per Fiber	54.00	--
	Greater than 48 Fiber, Per Fiber	45.00	--
18.16.42	Adjacent Facility Pull-Engineering Per Project	79.00	--

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.43	Adjacent Facility Pull		
	Per Linear Foot	$ 2.00	--
18.16.44	Adjacent Cable Termination		
	DSO Cable (Connectorized)		
	Per 100 Pair	5.00	--
	DSO Cable (Unconnectorized)		
	Per 100 Pair	45.00	--
	DS1 Cable (Connectorized)		
	Per 28 Pair	2.00	--
	DS1 Cable (Unconnectorized)		
	Per 28 Pair	34.00	--
	DS3 Coaxial Cable (Preconnectorized)		
	Per DS3	2.00	--
	DS3 Cable (Unconnectorized)		
	Per DS3	12.00	--
	Fiber Cable, Per Fiber Termination	54.00	--
18.16.45	Adjacent Subduct Space		
	Manhole, Per Project	--	$7.00
	Per Linear Foot	--	0.06
18.16.46	Adjacent Conduit Space (4" Duct)		
	Manhole, Metallic, Per Conduit	--	13.00
	Metallic, Per Linear Foot	--	0.07
18.16.47	Adjacent Facility Termination-Material		
	DSO Cable, Per 100 Pair	--	5.00
	DS1 Cable, Per 28 Pair	--	19.00
	DS3 Cable, Per Coaxial	--	14.00

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.48	Adjacent Cable Vault Space		
	Per 1200 Pair, Material, Per Splice	--	$570.00
	Per 1200 Pair, Per Cable	--	5.00
	Per 900 Pair, Material, Per Splice	--	417.00
	Per 900 Pair, Per Cable	--	4.00
	Per 600 Pair, Material, Per Splice	--	278.00
	Per 600 Pair, Per Cable	--	3.00
	Per 100 Pair, Material, Per Splice	--	58.00
	Per 100 Pair, Per Cable	--	1.00
	Per 48 Fiber, Material	--	12.00
	Per 48 Fiber, Per Subduct	--	2.00
	Per 96 Fiber, Material, Per Splice	--	33.00
	Per 96 Fiber, Per Subduct	--	2.00
18.16.49	Adjacent Cable Rack Space		
	Metallic DSO, Per Linear Foot	--	0.02
	Metallic DS1, Per Linear Foot	--	0.01
	Fiber, Per Innerduct Foot	--	0.02
	Coaxial, Per Linear Foot	--	0.01
18.16.50	Collocation Space Report-Per Wire		
	Center or Access Tandem Requested	$1,218.00	--
18.16.51	Labor Rates, Per Technician		
	Basic Business Day		
	1st Half Hour	39.89	--
	Each Additional Half Hour	19.94	--
	Overtime Non-Business Day		
	1st Half Hour	100.00	--
	Each Additional Half Hour	75.00	--
	Premium Non-Business Day		
	1st Half Hour	150.00	--
	Each Additional Half Hour	125.00	--
18.16.52	Facility Pull (Microwave Only), Per Linear Foot	1.14	--
18.16.53	Microwave Rooftop Space		
	Per Square Foot, Per Month	--	2.66

18. COLLOCATION SERVICE (Continued)

18.16 Rates and Charges (Continued)

		NRC	MONTHLY CHARGE
18.16.54	Building Penetration for Microwave Cable, Per Occurrence	ICB	
18.16.55	Special Work for Microwave, Per Occurrence	ICB	
18.16.56	Virtual Equipment Installation, Per Quarter Rack	$3,367.99	--
18.16.57	Virtual Software Upgrade, Per Base Unit	97.45	--
18.16.58	Virtual Card Installation, Per Card	214.83	--
18.16.59	Virtual Equipment Maintenance, Per Quarter Rack	--	$63.31
18.16.60	Cage Ground Bar	1,447.82	--
18.16.61	Dedicated Transport Service (DTS)		
	DS0		
	Service Order, Semi-Mechanized, per order	21.89	--
	Service Order, Manual, per order	38.02	--
	Service Connection, CO Wiring, per jumper	6.16	--
	Service Connection Provisioning, per order	42.54	--
	DS1, DS3, Dark Fiber		
	Service Order, Semi-Mechanized, per order	21.89	--
	Service Order, Manual, per order	38.02	--
	Service Connection, CO Wiring, per jumper	14.90	--
	Service Connection Provisioning, per order	57.43	--