Charter Fiberlink NY- CCO, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO INTRASTATE ACCESS
COMMUNICATION SERVICES

WITHIN THE STATE OF NEW YORK

Issued By: Betty Sanders, Director Regulatory Affairs
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Check Sheet

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

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Section 2. Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of Intrastate Access Services ("services") by Charter Fiberlink NY-CCO, LLC ("Telephone Company") to Customers that furnish intrastate telecommunications services to the Telephone Company's end users within the state of New York. **(C)**

(C)

The rates and regulations contained in this Tariff apply only to the Services furnished by the Telephone Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by any other local Exchange Carrier or other Carrier for use in accessing the Services of the Telephone Company.

The Telephone Company shall not be deemed to have waived or impaired any right, power, requirements or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Telephone Company at variance with the terms hereof, or any failure, refusal or neglect of Telephone Company to exercise any right under this Tariff, or any waiver, forbearance, delay, failure or omission by the Telephone Company to exercise any right, power or option hereunder.

The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.

The Telephone Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Telephone Company. Products, services, features and functions will be available
in accordance with this tariff, where technically and operationally feasible.

2.1 Explanation of Symbols

The following symbols are used herein to identify schedule and text changes

(C) To signify a changed regulation or condition which may affect a rate or charge
(D) To signify a discontinued rate, charge, regulation or condition
(I) To signify an increase in rate or charge
(N) To signify a new rate, charge, regulation or condition
(R) To signify a reduction in rate or charge
(T) To signify a change in text, but no change in rate, charge, regulation or condition

Section 3. - Definitions and Terms

Access Code: Denotes uniform code assigned by the Telephone Company to an individual Customer.

Access Line: The termination of a central office line on a customer's premises, usually at a protector.

Access Service: Switched Access to the network of an intrastate Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: A Local Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and the Customers' Premises.

Advance Payment: Part or all of a payment required before the start of Service

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Application: A request made orally or in writing for switched access service.

Authorized User: Any entity or individual authorized by the Customer to use the Service.

Carrier: Denotes 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 exchanges. Also, see 'Customer" and "Intrastate Carrier (IC)".

Central Office: A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Central Office Line: A circuit directly connecting an individual with a central office.

Channel or Circuit: A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Wire Centers between the Telephone Company's and the Customer's Premises.

Section 3. - Definitions and Term (Cont'd)

Commission: New York Public Service Commission

Connecting Company: A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Connector: See "Switch"

Connection Charge: See "Service Charge"

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates 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 out pulsed digits is initiated. No overlap outpulsing 10-digit ANI, ANI information digits, or acknowledgment wink are included in this signaling sequence.

Customer: A person, firm, corporation or other entity which subscribes to services offered under this Tariff and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company. See "Carrier" and "intrastate Carrier (IC)"

Customer Premises Equipment (CPE): Equipment located at the Customer's Premises for use with the Telephone Company's Services.

Digital Transmission: information transmitted in the form of digitally encoded signals.

End User: Any individual, association, corporation, governmental agency or any other entity other than an IXC which uses intrastate service, and specifically includes Telephone Company's and IXC's customers.

FCC: Federal Communications Commission

Force Majeure: Causes beyond the Telephone Company's control, including but not limited to:

1. Acts of God, fire, flood, explosion or other catastrophes;
2. Any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Telephone Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments or of any civil or military authority;
3. National emergencies; insurrection; riots; wars;
4. Unavailability of rights-of-way or materials;
5. Strikes, lock-outs, work stoppages or other labor difficulties.

Section 3. - Definitions and Term (Cont'd)

Harm: Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Installation Charge: A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically excepted.

Interconnecting Carrier: Any Carrier that connects to the Telephone Company's Network for exchange of telecommunications traffic.

Interconnection: The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

Intrastate Service: Service that originates and terminates within the state on an interLATA or intraLATA basis.

Intrastate Carrier (IC): A long distance telecommunications services provider providing long distance services within the State of New York

Interexchange Carrier. A long distance telecommunications services provider. See "Carrier" and "Customer".

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

Interconnecting Carrier: Any Carrier that connects to the Company's Network for exchange of telecommunications traffic.

Section 3. - Definitions and Term (Cont'd)

LATA: Local Access and Transport Area

Local Exchange Carrier (LEC): A provider of local telephone service.

Local Switching Center: The switching center where telephone exchange Service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point Billing: The arrangement through which multiple companies involved in providing Access Service divide the ordering, rating, and billing of such Services on a proportional basis, so that each company involved in providing a portion of the Access Service agrees to bill under its respective Tariff.

National Security Emergency Preparedness (NSEP) Services: A system utilizing communications services developed to alert residents in an area of pending emergencies, i.e., weather warnings, etc.

Network: The Telephone Company's network located in the state of New York.

Network Services: The Telephone Company's telecommunications Access Service offered on the Telephone Company's Network.

Non-Recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service or to change Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Presence (POP): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Presubscription: An arrangement whereby an End User may select and designate to the Telephone Company an IC it wishes to access, without an Access Code, for completing intrastate toll calls. The End User may select an IC for completing intraLATA toll calls and another for completing interLATA toll calls, or may select the same IC to complete both. The selected IC(s) are referred to as the End User's Primary Interexchange Carrier (PIC) for interLATA toll, and as the End User's intraLATA Primary Interexchange Carrier (LPIC) for IntraLATA toll.

Service: The telecommunications services offered by the Telephone Company provided under this Tariff.

Section 3. - Definitions and Term (Cont'd)

Service Commencement Date: The first day following the date on which the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree on a substitute Service Commencement Date. If the Telephone Company does not have an executed Service Order from a Customer, the Service Commencement Date will be first date on which the Customer used the Service.

Service Order: The request for facilities or Service by an Applicant or Customer. See also ASR

Switched Access: Access to or from the switched network of a Local Exchange Company for the purpose of originating or terminating communications.

Station: Telephone equipment from or to which calls are placed

Tariff: Telephone Company's Intrastate Access Services Tariff, unless otherwise specified.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Telephone Company: Charter Fiberlink NY-CCO, LLC the issuer of this Tariff

Trunk: A communications path, connecting two switching systems, used in the establishment of an end-to-end connection.

Wire Center: Denotes a geographic area throughout which the Telephone Company's switch is used for the provision of Telephone Exchange Services.

Section 4. Provisioning of Service

4.1. Description of Switched Access

4.1.1. General

Switched Access provides an Interexchange Carrier (IXC) access to the Telephone Company's network for purposes of termination or origination of intrastate toll calls carried by the IXC. Switched Access provides for the ability to originate calls from an End User's premises to the Customer's Point of Presence and to terminate calls from the Customer's Point of Presence to an End User's Premises. Currently, the Telephone Company will only provide Switched Access Service via trunking arrangements between the Telephone Company's switch and the Access Tandem of the Incumbent Local Exchange Carrier (ILEC). **(C)** **(C)**

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4.1.2. Types of Switched Access Offered

The Telephone Company's Switched Access is provided via Feature Group D (FGD). FGD is defined as a trunk-side connection to the Telephone Company's network. The use of a line side connection is not offered through this Tariff.

Feature Groups are arranged for originating, terminating, or two-way calling based on the end office switching capacity ordered. Originating calling permits the delivery of calls from the Telephone Company's exchange service locations to the Customer's premises.

Terminating calling permits the delivery of calls from the Customer's Point of Presence (POP) to Telephone Company's exchange service locations. Two-Way calling permits the delivery of calls in both directions, but not simultaneously.

Switched Access will be provided as Feature Group D to Company end offices routed via the ILEC's access tandem to the Company's switch. **(C)**

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Section 4. Provisioning of Service (Cont'd)

4.1 Description of Switched Access (Cont'd)

4.1.3. Description of Feature Groups

The Telephone Company will provide for Switched Access Feature Groups as follows:

Terminating FGB:

Feature Group B (FGB) is accommodated at the Telephone Company's end office switch to receive terminating traffic. FGB, when being received by Telephone Company from the Customer, may be used to access valid NXXs in the Telephone Company's Exchange Area. Since Telephone Company's End Office is equal access, all terminating FGB usage will be subject to equal access rates. A separate trunk group will be established for terminating FGB traffic.

Originating and Terminating FGD:

Feature Group D (FGD), which is available to all Customers, provides trunk-side access to Telephone Company's switch with an associated 101XXXX access code for providers of MTS/WATS and MTS/WATS-type services. Additionally, FGD is provided for originating and terminating communications for Customer provided intrastate communications capability or connections to an interexchange interstate service.

FGD is provided as trunk-side switching through the use of Telephone Company's switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling and wink start pulsing signals except when SS7 Out of Band Signaling is specified.

4.1.4. Jurisdictional Determination

Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, Once the Switched Access service is activated, the following criteria will apply:

(A) For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. A projected Interstate percentage for originating FGD usage will be developed from call detail with known jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes, as outlined below in (F). **(C)** **(C)**

(B) For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (E).

Section 4. Provisioning of Service (Cont'd)

4.1 Description of Switched Access (Cont'd)

4.1.4 Jurisdictional Determination (Cont'd

(C) For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication.

(D) For originating 800 Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 800 minutes, as outlined below in (F). **(C)**

(E) Reserved for Future Use **(N)**

(F) For Customer provision of jurisdictional information, the following requirements apply:

1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.
2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.
3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company
4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
6. No revisions to bills preceding the effective date of the revised jurisdictional information will be made based on this report. **(C)** **(T)**

Section 4. Provisioning of Service (Cont'd)

4.2. Regulations

4.2.1. Changes and Substitutions

Except as required otherwise under state or federal rule, the Telephone Company may, where such action is reasonably required in the operations of its business, substitute, change, or rearrange any equipment, facilities or systems used in providing Service 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 Service or 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:

(A) 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 equipment that will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

(B) 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 telephony-related equipment that will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

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

4.2.2. Discontinuance and Refusal of Service

Telephone Company may discontinue the provision of the Service to any Customer not complying with the provisions of this Tariff. In case of such discontinuance, all applicable charges shall become due.

If the Customer repeatedly fails to comply with the provision of this Tariff in connection with the provision of Service, and fails to correct such course of action after notification is provided to him as stated above, the Telephone Company may on thirty days written notice to Customer Certified Mail, take any of the following actions:

1. Refuse additional applications for service,
2. Refuse to complete any pending orders for service,
3. Discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges including termination charges shall become due.

Section 4. Provisioning of Service (Cont'd)

4.2. Regulations (Cont'd)

4.2.3. Preemption of Service

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 o the action to be taken.

(D) A credit allowance for any preempted service shall be made in accordance with the provisions in this Tariff.

Section 4. Provisioning of Service (Cont'd)

4.2. Regulations (Cont'd)

4.2.4. Interference or Impairment

The characteristics and methods of operations of any circuits, facilities or equipment provided by other than the Telephone Company 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 equipment, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

Except as specifically required in the FCC Rules and Regulations regarding provision of equipment, if such characteristics or methods of operation are not in accordance with the above, the Telephone Company will, where practicable, notify the Customer as appropriate that temporary discontinuance of Service 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 discontinue forthwith the Service 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 that gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as in this Tariff is not applicable.

4.2.5. Unlawful Use of Service

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

4.2.6. Ownership of Equipment, Facilities and Systems

Title to all equipment, facilities and systems provided in accordance with this Tariff for provision of Service to the Customer remains with the Telephone Company or third party vendor providing facilities, if any, on behalf of the Telephone Company.

Section 4. Provisioning of Service (Cont'd)

4.3. Obligations of the Telephone Company

4.3.1. Scope

The Telephone Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Telephone Company. The Telephone Company is not responsible to any entity or its respective Customers for any service provided by that entity or to any entity that purchases access to the Telephone Company Network or uses any of the Telephone Company's facilities or Services in order to originate or terminate its own services or to communicate with its own Customers. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

4.3.2. Installation/Termination of Equipment, Facilities and Systems

Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building 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 will be installed by the Telephone Company to such point of termination.

The Telephone Company, to the extent that such facilities 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, facilities offered in other applicable sections of this Tariff at rates and charges specified therein.

Service provided to a Customer under this Tariff must be connected to tandem access facilities of another telephone company in the joint provision of interstate access.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Telephone Company and the channels, facilities or equipment of others may be provided at the Customer's expense.

Access Services may be connected to the Services of other Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other Carriers that are applicable to such conditions.

Section 4. Provisioning of Service (Cont'd)

4.3.3. Maintenance of Equipment, Facilities and Systems

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move disconnect, remove or attempt to repair any systems 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.

4.3.4. Shortage of Equipment, Facilities or Systems

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems 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.

Service is offered subject to the availability of facilities, equipment, or systems and the Telephone Company's ability to fulfill the request for Service under the provisions of this Tariff. The Telephone Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

4.3.5. Notification of Service-Affecting Activities

Where possible, the Telephone Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

Section 4. Provisioning of Service (Cont'd)

4.3.6. Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Telephone Company, the Telephone Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.

B. The Telephone Company may discontinue service without notice in the event of tampering with the Telephone Company's equipment.

C. The Telephone Company may discontinue service without notice in the event of a condition determined to be hazardous to the customer, to other customers of the Telephone Company, to the Telephone Company's equipment, the public, or to employees of the Telephone Company.

D. The Telephone Company may discontinue service without notice in the event of a customer's use of equipment in such a manner as to adversely affect the Telephone Company's equipment or the Telephone Company's service to others.

E. Upon violation of any of the other material terms or conditions for furnishing Service, the Telephone Company, by giving 30 days' prior notice in writing to the Customer, may discontinue or suspend Service if such violation continues during that period without incurring any liability.

F. Upon failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service the Telephone Company may disconnect with prior notice.

G. Upon customer's violation of any of the utility's rules on file with the commission the Telephone Company may disconnect with prior notice.

H. Upon customer's breach of the contract for service between the utility and the customer. the Telephone Company may disconnect with prior notice.

Section 4. Provisioning of Service (Cont'd)

4.3.6 Refusal and Discontinuance of Service (Cont'd)

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I. If a Customer whose account has been closed has a credit balance the Telephone Company will transfer the credit to another account of the Customer, or will mail a check for the balance to the Customer. If the Telephone Company is not certain that it has a valid address it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Telephone Company can make a refund, or it will write to the Customer and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Company will begin applying a closed account maintenance charge of 20% of the balance per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted

J. Upon the Telephone Company's discontinuance of Service to the Customer, the Telephone Company, in addition to all other remedies that may be available to the Telephone Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

K. When more than one company provides Access Service, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effective discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within or transiting the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

L. The Telephone Company may discontinue the furnishing of any and/or all Service(s) to a Customer without incurring any liability for Customer violation of any Company rule on file with the New York Public Service Commission.

Section 4. Provisioning of Service (Cont'd)

4.3.6 Refusal and Discontinuance of Service (Cont'd)

M. Immediately and without notice if the Telephone Company deems that such action is necessary to prevent, to protect against fraud, or to otherwise protect its personnel, agents, facilities or Services the Telephone Company may discontinue Service pursuant to this subsection if:

1. The Customer refuses to furnish information to the Telephone Company regarding the Customer's creditworthiness, its past or current use of Carrier telecommunications Services or its planned use of Service(s); or
2. The Customer provides false information to the Telephone Company regarding the Customer's identity, address, creditworthiness, past or current use of Carrier telecommunications Services, or its planned use of the Telephone Company's Service(s) under the Tariff; or
3. The Customer states that it will not comply with a request of the Telephone Company for Advance Payment or Deposit; or
4. The Customer has been given written notice by the Telephone Company of any past due amount (which remains unpaid in whole or in part) for any of the Telephone Company's other Carrier telecommunications Services provided under the Tariff, to which the Customer either subscribes or had subscribed or used; or
5. The Customer uses Services to transmit a message, locate a person or otherwise give or obtain information without payment for the Service; or
6. The Customer uses, or attempts to use, Service with the intent to avoid the payment either in whole or in part, of the Tariffed charges for the Service by:
   a) Using or attempting to use Service by rearranging,
   b) Tampering with, or making connections to the Telephone Company's Service not authorized by this Tariff; or
   c) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
   d) Any other fraudulent means or devices.

N. Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or

O. Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period. The discontinuance of Services(s) by the Telephone Company pursuant to this section does not relieve the Customer of any obligation to pay the Telephone Company for bills due and owing for Service(s) furnished up to the time of discontinuance.

4.3.7. Conditions of Restoration

If a Service is disconnected by the Telephone Company in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to: all applicable installation charges. In addition, in order to have Service restored, the Customer must:

1. Have an outstanding Balance Due to the Telephone Company of $0.00
2. Be responsible for all installation charges associated with restoral of service, and
3. Provide Company with an Advance Payment, if requested.

Section 4. Provisioning of Service (Cont'd)

4.4. Liability of the Telephone Company

The Telephone Company shall not be liable to the Customer, Authorized User, or End User for, and the Customer and any Authorized User or End User, jointly and severally, shall indemnify, defend and hold harmless the Telephone Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

(A) Libel, slander, defamation, or invasion of privacy from material, data, information or other content transmitted over the Telephone Company's facilities; or Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Telephone Company-provided Services and equipment with any facilities, Services, functions, or Products provided by the Customer, Authorized User, or End User or (2) use of Services, functions, or products the Telephone Company furnished in a manner the Telephone Company did not contemplate and over which the Telephone Company exercises no control. In the event that any such infringing use is enjoined, the Customer, Authorized User, or End User, at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement, or

(B) A breach in the privacy or security of communications transmitted over its facilities; or

(C) Mistakes, omissions, interruptions, delays, errors or defects in transmission over Telephone Company's facilities or equipment;

(D) Injuries to persons or property from voltages or currents transmitted over Telephone Company-provided facilities caused by Customer-provided or End User-Provided equipment or Premises wire; or

(E) The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages; or

(F) Violations of the obligations of the Customer section of this Tariff; or

(G) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Telephone Company's agents or employees; or

Section 4. Provisioning of Service (Cont'd)

4.4 Liability of the Telephone Company (Cont'd)

(H) Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to; employees or invitees of either the Telephone Company, the Customer or End User, to the extent caused by or resulting from negligent act or omission of the Telephone Company or the negligent or intentional act or omission of the End user, or their employees, agents, representatives, invitees or Authorized Users; or

(I) Any delay or failure or performance or equipment due to a Force Majeure condition; or

(J) Failure to disclose the lawful rates and charges published in this Tariff, so long as the Telephone Company has complied with any applicable Commission rules and regulations related thereto; or

(K) Fees the Telephone Company delivered to a jurisdiction in question and not returned to the Telephone Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or

(L) Any act, error, omission, fraudulent acts of a third party, interruption, delay or defect caused by or contributed to by:

1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Telephone Company offers. This includes the provision of a signaling system or other database by another company; or
2. The Customer or End User, or any third party acting as their agent, in connection with Telephone Company-provided or Customer-provided facilities or equipment including, but not limited to, the Customer's or End User's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer or End User to the Telephone Company's network or
3. A third party.

The liability of the Telephone Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to, mistakes, omissions, interruptions, disconnection, delays, fraudulent acts of a third party, errors, defects, or representations, whether caused by acts or omissions, shall be limited to the lesser of $500 or, in the event of failure of Service, to the Extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Telephone Company. The Telephone Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any Telephone Company Service, equipment or facilities, acts of a third party, or the acts or omissions, fraudulent acts of a third party, or negligence of the Telephone Company, its employees or agents.

Issued By: Betty Sanders, Director Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131

Section 4. Provisioning of Service (Cont'd)

4.4 Liability of the Telephone Company (Cont'd)

The liability of the Telephone Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors, shall be limited to the lesser of $500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Telephone Company's suppliers and vendors. The Telephone Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any service, equipment or facilities, acts of a third party, or the acts or omissions or negligence of the Telephone Company's suppliers and vendors, its employees or agents.

The entire liability of the Telephone Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Telephone Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Telephone Company shall be commenced more than four (4) years after the Service is rendered.

The Telephone Company makes no warranties or representations with respect to its Service, except those expressly set forth in this Tariff.

The liability of the Telephone Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Telephone Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Telephone Company receives the overpayment.

The Telephone Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer or End User, or any third party acting as their agent, to the Telephone Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

Section 4. Provisioning of Service (Cont'd)

4.5. Obligations of the Customer

4.5.1. General

The Customer shall be responsible for:

A. Payment of all applicable Charges and Fees pursuant to this Tariff; and

B. Reimbursing the Telephone Company for damage to, or loss of, the Telephone Company's facilities or Equipment caused by the acts or omissions of the Customer, or its Authorized User or End User; but the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's or End User's Premises; and

C. Providing at reasonable charge, as specified from time to time by the Telephone Company, any needed personnel, equipment, space and power to operate Telephone Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and

D. Obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Telephone Company facilities, shall be borne entirely by, or may be charged by the Telephone Company to, the Customer. The Telephone Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order; and

E. Ensuring that its equipment and/or system or that of its agent or End User is properly interfaced with the Telephone Company's Service; that the signals emitted into the Telephone Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer or End User and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Telephone Company equipment, injure its personnel or degrade Service to other Customers or End Users. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Telephone Company equipment, personnel, or the quality of Service to other Customers, the Telephone Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Telephone Company may, upon written notice, terminate the Customer's Service without liability; and

Section 4. Provisioning of Service (Cont'd)

4.5 Obligations of the Customer (Cont'd)

4.5.1 General (Cont'd)

F. Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Telephone Company employees and agents will be installing or maintaining the Telephone Company's facilities and equipment. The Customer may be required to install and maintain the Telephone Company's facilities and equipment within a hazardous area if, in the Telephone Company's opinion, injury or damage to the Telephone Company's or third party vendor's employees or property might result from installation or maintenance by the Telephone Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Telephone Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Telephone Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and

H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Telephone Company's equipment or facilities leased by the Customer from the Telephone Company; and

I. Making the Telephone Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Telephone Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and

J. Promptly notifying the Telephone Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Telephone Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

Section 4. Provisioning of Service (Cont'd)

4.5 Obligations of the Customer (Cont'd)

4.5.2. Notices and Communications

The Customer will designate on the Service order an address to which the Telephone Company will mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Telephone Company's bills for Service will be mailed.

The Telephone Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that the Telephone Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

All notices or other communications required pursuant to this Tariff, will be in writing unless otherwise provided.

The Telephone Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

4.5.3. Claims

The Customer shall indemnify, defend and hold harmless the Telephone Company as set forth in this Tariff.

The Customer shall not assert any claim against any other Customer or End User of the Telephone Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Telephone Company.

4.5.4. Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Telephone Company without the written consent of the Telephone Company and payment of the applicable charges.

Section 4. Provisioning of Service (Cont'd)

4.5 Obligations of the Customer (Cont'd)

4.5.5. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Telephone Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operations, and maintenance of Customer provided facilities and equipment connected to Telephone Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

4.5.6. Temporary Surrender of Service

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity relating to an Access Service Request. If the Customer consents, or in the instance of preemption under NSEP Treatment as set forth in this Tariff, a credit allowance will be granted. The credit allowance will be determined in accordance with this Tariff.

4.5.7. Interruptions of Service

It is the obligation of the Customer to notify the Telephone Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Telephone Company. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Telephone Company under this Tariff.

If the Customer reports to the Telephone Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to the customer premises for test and repair by the Telephone Company or an agent of the Telephone Company, the Service, facility or circuit is considered to be impaired, but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Telephone Company to be impaired.

The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Telephone Company, including, but not limited, to the Customer.

A credit allowance will not be extended for repair of Telephone Company owned facilities.

5. Switched Access Service Ordering

5.1. General

This Section sets forth the rules and regulations related to ordering Service, as defined in this Tariff. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

5.2. Ordering Conditions

All Services offered under this Tariff will be ordered using an Access Service Request (ASR), unless otherwise specified herein. The format and terms of the ASR will be specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer will designate on the Service Order an address to which the Telephone Company will mail or deliver al notices and other communications, except that the Customer may also designate a separate address to which the Telephone Company's bills for Service will be mailed.

The Telephone Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that the Telephone Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

The Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address); and,
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Telephone Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Telephone Company gives the Customer an Order Confirmation Date.

Section 5. Switched Access Service Ordering (Cont'd)

5.3. Access Service Requests (ASR)

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services being requested. When placing an order, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type.

With the agreement of the Telephone Company, other Services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required. Additional engineering is not an ordering option, but will be applied to an ASR when the Telephone Company determines that additional engineering is necessary to accommodate a Customer request.

Additional engineering will be provided by the Telephone Company at the request of the Customer only when a Customer requests additional technical information after the Telephone Company already has provided the technical information included on the design layout report as set forth herein. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the Service after being notified by the Telephone Company that additional engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the original estimated amount by more than 10 percent.

Section 5. Switched Access Service Ordering (Cont'd)

5.4. Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Date. All modifications must be in writing using the industry ASR process. The Telephone Company, in its sole discretion, may accept verbal modification from the Customer. 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 order within normal business hours. Charges for Access Service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, transport facilities, out of band signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Commencement Date interval.

5.4.1. Service Date Change Charge

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service Commencement Date may not exceed the original Service Date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of Service, a Service Date Change Charge will apply. In addition, when the

Customer submits a request for a Service Date Change Charge that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested Service date is more than 30 calendar days after the original Service Date, the Telephone Company will cancel the order on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Telephone Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each Service Date changed as set forth in the Tariff.

Section 5. Switched Access Service Ordering (Cont'd)

5.4 Access Service Request Modifications (Cont'd)

5.4.2. Design Change Charge

The Customer may request a Design Change to the Service(s) ordered. A Design Change is any change to an ASR that requires Engineering Review. An Engineering Review is a review by Telephone Company personnel of the Service(s) ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions or a change in the type of Transport Termination. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges set forth in this Tariff, are in addition to any Additional Labor or Service Date Change Charges that may apply.

5.4.3. Expedited Order Charge

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Telephone Company. The request for an earlier Service Commencement Date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the Service Commencement Date. The Telephone Company has the exclusive right to accept or deny the Expedite order request. However, if, upon reviewing availability of equipment and scheduled workload, the Telephone Company agrees to provide Service on an expedited basis and the Customer accepts the Telephone Company's proposal, an Expedite Charge will apply.

If the Telephone Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite Charge will not apply. In the event the Telephone Company provides Service on an expedited basis at the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change

Charge will apply in addition to the Expedite Charge. In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Telephone Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Telephone Company reasons. If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply. The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in this Tariff.

Section 5. Switched Access Service Ordering (Cont'd)

5.5. Access Service Request Cancellations

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Telephone Company that Service is available for the Customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a Service Date of an ASR for installation of new Services or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service Commencement Date cannot exceed the originally established Service date by more than 30 calendar days. On the 31^{st} day beyond the original Service Date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in this Tariff. If the cancellation occurs prior to the Telephone Company's receiving the ASR, no charges shall apply. Cancellation charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Telephone Company misses a Service Date for a Standard or Negotiated Interval Access order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil riots or wars, the Telephone Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

Section 5. Switched Access Service Ordering (Cont'd)

5.6. Access Service Date Intervals

Access Service Date Intervals for Access Service is provided within one of the following service Date intervals:

1. Standard Interval
2. Negotiated Interval

The Telephone Company will specify an Order Confirmation Date and a Service Commencement Date contingent on the ASR being complete as received. To the extent that Access Service can be made available with reasonable effort, the Telephone Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

5.6.1. Standard Interval

The standard interval for Switched Access Service will be 10 business days (Standard Interval) from the Application Date. This interval only applies to standard Service offerings for a Customer that is at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Telephone Company business hours.

5.6.2. Negotiated Interval

The Telephone Company will negotiate a Service Date Interval (Negotiated Interval) with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service date; or
2. There is not existing facility connecting the Customer Premises with the Telephone Company, or
3. The Customer requests a Service that is not considered by the Telephone Company to be a standard Service offering (for example, if additional engineering is required to complete the order); or
4. The Telephone Company determines that Access Service cannot be installed within the Standard Interval.

The Telephone Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months of the Standard Interval Service Date, or, when there is no Standard Interval, the Telephone Company offered Service Date. All Services for which rates are applied on an individual Case Basis are provided with a Negotiated Interval.

6. Application of Charges, Payments and Credits

6.1. General

This Section sets forth regulations for deposits, advance payments, billing, disputes and special construction.

6.2. Deposits

The Telephone Company may, in order to safeguard its interests, require a Customer, which has a proven history of late payments to Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of Service 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 not history of late payments to the Telephone Company.

A deposit may not exceed the actual or estimated rates and charges for the Service 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.

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 Service to the Customer. If, prior to accumulating a one-year prompt payment record and the provision of Service to the Customer is terminated, the amount of the deposit will be credited to the Customer’s account and any credit balance that may remain will be refunded.

6.3. Advance Payments

To safeguard its interests, the Telephone Company may also require a Customer to make an Advance Payment before Services are provisioned to the Customer. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and two months’ charges for the Service to be provided. In addition, where Special Construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charge and/or Labor Charges for the Special Construction and any estimated Recurring Charges for a period to be set between the Telephone Company and the Customer. The Advance Payment will be credited to the Customer’s first bill.

An Advance Payment may be required in addition to a Deposit. The Advance Payment is due ten (10) business days following the date the Telephone Company confirms acceptance of the order, or on the application date, whichever is later. If the Advance Payment is not received by such payment date, the order may be cancelled. If a Customer cancels an order for Service, the order will be withdrawn. Any Advance Payment made will not be credited or refunded.

Section 6. Application of Charges, Payments and Credits (Cont'd)

6.4. Payment of Charges

(A) The Telephone Company shall bill for all charges incurred, applicable taxes, and credits due the Customer for Service. Access bills will conform to current industry guidelines as established by the Ordering and Billing Forum (OBF) in the CABS – BOS Output Specifications and will be updated in a timely manner as these guidelines change.

(B) Customer will receive their bills in paper format unless otherwise specified. Additional charges apply for bills requested in non-paper format. Alternate bill media formats available are:

1. Magnetic tape;
2. FTP file; or
3. Cartridge

(C) Bills are due when rendered regardless of the media utilized.

(D) All bills to the Customer are due (Payment Due Date) 30 days 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, Service may be discontinued as specified in this Tariff.

(E) If the entire amount billed is not received by the Telephone Company in immediately available funds by the Payment Due Date, an additional Late Payment Charge as described later in this Tariff may apply.

(F) 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 Day, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the Customer as follows;

(a) If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(b) If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.

(G) If the Telephone Company becomes concerned at any time about the ability of a Customer to pay its bills, the Telephone Company may require that the Customer pay its bills within a specified number of days less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.

(H) Adjustments for Service discontinued in any billing period beyond the minimum period 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.

Section 6. Application of Charges, Payments and Credits (Cont'd)

6.4 Payment of Charges (Cont'd)

(I) Time of Day rating periods may apply to usage charges as illustrated following:

Rate Period	From	To But Not Including	Day Applicable
Day	8:00 AM	5:00 PM	Monday - Friday
Evening	5:00 PM	11:00 PM	Monday–Friday
Night	11:00 PM	8:00 AM	Monday- Friday
Weekend	11:00 PM	8:00 AM	Friday – Monday
Holiday	5:00 PM	11:00 PM	Monday – Friday

Holidays are defined as Christmas Day, New Year's Day, Independence Day, Labor Day, and Thanksgiving Day.

6.5. Minimum Period

The minimum period Access Service is provided and charges are applicable for is one month. For discontinuances of Service, all applicable charges for the one-month period will apply. All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

6.6. Disputes

If a customer disputes any portion of the charges and withholds payment of such disputed amounts, the customer must notify the Company in writing by the due date of the disputed bill, identifying the amount, reason and rationale of such dispute. At a minimum, the customer must pay all undisputed amounts due by the due date. The failure to submit a written dispute by the due date will not preclude the customer from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid. **(C)** **(C)**

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

1. If 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.
2. If 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 specified in this Tariff.
3. If 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 may have been applied. In the event the Customer has paid the late payment charge, a credit will be granted to the Customer for the late payment charge paid on disputed amount.

Section 6. Application of Charges, Payments and Credits (Cont'd)

6.7 Late Payment Charges

Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds. If the Telephone Company does not receive the entire amount billed, exclusive of any amount disputed by the Customer, within 30 days after the bill date in funds that are immediately available to the Telephone Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be:

> 1 and ½% (.015) per month and applied for each month of portion thereof that an outstanding balance remains.

If the undisputed amount of an invoice should remain unpaid more than 30 days past its payment due date, i.e., 60 days past the payment due date, the Telephone Company shall have the right, in its sole discretion, to take any or all of the actions set forth in this Tariff with regard to refusal and discontinuance of service and collections pursuit of charges outstanding.

In the event that a billing dispute is resolved in favor of the Customer, no late payment charge will apply to the disputed amount and the Customer will receive a credit equal to any overcharged amount. The late payment charge shall be applicable to all amounts resolved in favor of the party owed.

Late Payment Charges applicable to End User ordering of Access are as provided for in the Telephone Company's Local Services Tariff.

Section 6. Application of Charges, Payments and Credits (Cont'd)

6.8. Special Construction Charges

Subject to the arrangement of the Telephone Company and to all of the regulations contained in this Tariff, Special Construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one or more of the following:

1. Where facilities are not presently available and there is not other requirement for the facilities so constructed; or are of a type other than that which the Telephone Company would normally utilize in the furnishing to the Services; or
2. Where facilities are to be installed over a route other than that which the Telephone Company would normally utilize in the furnishing of its Services; or
3. Where facilities are requested in a quantity greater than that which the Telephone Company would normally construct; or
4. Where installation is to be on an expedited basis; or on a temporary basis until permanent facilities are available; or installation involving abnormal costs; or in advance of its normal construction schedules.

Where the Telephone Company furnishes a Service on a Special Construction basis, charges will be based on the costs incurred and may include:

1. Non-recurring type charges;
2. Recurring type charges;
3. Termination liabilities; or
4. Combinations thereof.

The agreement for Special Construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

If any additional access rate elements that are billable become allowable with the Special Construction (i.e., direct trunk connection into the Telephone Company's Switch), and are not currently in Telephone Company's Tariff, they will be incorporated into the Tariff and approved by the appropriate regulatory body prior to the Special Construction being provided to the Customer. Other charges relating to the Special Construction will be negotiated and agreed to between the Customer and Telephone Company on an Individual Case Basis (ICB).

7. Switched Access Rates, Charges and Fees

7.1. Explanation of Elements

The Telephone Company is providing service according to the following arrangement. The equivalent of an end office switch is located in the Company's territory with the Telephone Company's end users serviced off of that switch. If the Telephone Company's end users place an intrastate long distance call, the call is routed to the Company's Interexchange Carrier or the end user's designated Interexchange Carrier. From there, it is carried to the Interexchange Carrier's Point of Presence. Telephone Company does not provide for a direct trunked tandem connection at this time for long distance carriers.

The figure below provides the various access elements associated with this arrangement relating to switched access charges:

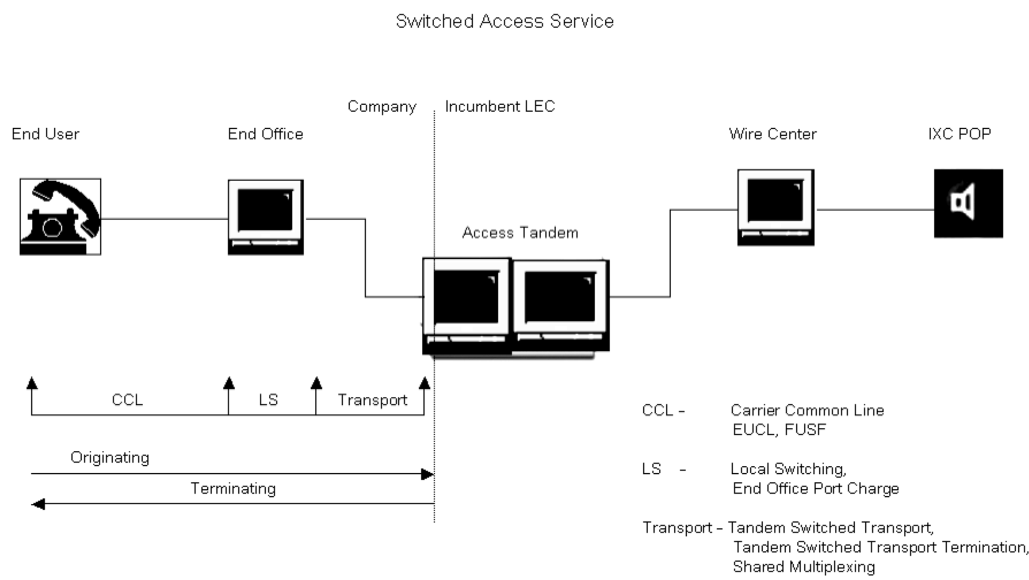

Figure 1 - Switched Access Rate Elements

Rates contained in this tariff are subject to subsequent adjustment, effective retrospectively, in the event the Commission or a court subsequently authorizes Telephone Company to correct its rates pursuant to pending motions, or petitions for reconsideration or waiver, or in the event of any other adjustment to an order of the Commission or a court.

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.1.1. Carrier Common Line

The Telephone Company will provide Carrier Common Line Access Service to customers in conjunction with Switched Access Service provided in those areas where the Incumbent Local Exchange Carrier provisions in a similar manner. Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Intrastate communications.

Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's end office (equal access) and to all FGB access minutes that terminate to the Telephone Company's end office.

Rates Per Minute of Use	Originating	Terminating
9104 - Verizon New York, Inc.	[1]	[1]

7.1.2. Local Switching

Local Switching provides local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the local end office.

Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's end office (equal access) and to all FGB access minutes that terminate to the Telephone Company's end office.

Rates Per Minute of Use	Originating	Terminating
9104 - Verizon New York, Inc.	[1]	[1]

Shared End Office Trunk Port - The Shared End Office Trunk Port provides for the termination of a Tandem-Switched Trunk at an end office. The Shared End Office Trunk Port is usage rated and shall be assessed to all access minutes that utilize Tandem-Switched Transport.

When Tandem-Switched Transport is provided by more than one company, the Shared End Office Trunk Port charge shall be billed by the Telephone Company in whose territory the end office is located.

Rates Per Minute of Use	Originating	Terminating
9104 - Verizon New York, Inc.	[1]	[1]

[1] Charter Fiberlink NY-CCO, LLC intrastate access rate benchmarks against the lower of the Company's New York interstate rate found in Charter Communications Operating, LLC FCC Tariff No. 1 Interstate Access Services Tariff or the ILEC intrastate access service tariff rate for each rate element. Refer to www.spectrum.com/policies/telephone-tariff for Company tariff rate information. **(T)** **(T)**

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.1.2. Local Switching (Cont'd)

Composite End Office Terminating Charge - Applicable to all terminating minutes of use.

	Terminating
9104 - Verizon New York, Inc.	[1]

7.1.3. Transport

Tandem Switched Transport

Tandem-Switched Transport consists of the circuits used in common by multiple customers from the LEC's access tandem to the Telephone Company's end office. The Tandem-Switched Transport Rate includes a Tandem-Switched Transport – Termination rate and a Tandem-Switched Transport rate. The rate elements are provided below:

Tandem-Switched Transport – Termination element is a usage rated, per minute Rate to recover costs incurred at the ends of the transmissions links.

Rates Per Minute of Use	**Originating**	**Terminating**
9104 - Verizon new York, Inc.	[1]	[1]

Tandem-Switched Transport element is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end-points of the circuits.

Rates Per Minute of Use	**Originating**	**Terminating**
9104 - Verizon new York, Inc.	[1]	[1]

Shared Multiplexing element will be assessed to all minutes of use between the LEC's Access Tandem to the Company's end office. The Shared Multiplexing rate recovers multiplexing costs on the end office side of the tandem.

Rates Per Minute of Use	**Originating**	**Terminating**
9104 - Verizon new York, Inc.	[1]	[1]

[1] Charter Fiberlink NY-CCO, LLC intrastate access rate benchmarks against the lower of the Company's New York interstate rate found in Charter Communications Operating, LLC FCC Tariff No. 1 Interstate Access Services Tariff or the ILEC intrastate access service tariff rate for each rate element. Refer to www.spectrum.com/policies/telephone-tariff for Company tariff rate information. **(T)** **(T)**

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.2 Ordering Charges

7.2.1 Access Order Charge

A nonrecurring, per occurrence charge assessed for the processing of access orders, is applied per access order for the installation, addition, change, rearrangement or move of Access Services.

Rates and Charges

Non-Recurring Charge	$ 100.00

7.2.2. Design Change Charge

A nonrecurring per occurrence charge is assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

In the case of a Customer-initiated modification of Service, charges for the subsequent orders are in addition to the costs incurred before the Customer changed the original order.

Rates and Charges

Non-recurring Charge	$ 150.00

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Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.2.3 Service Date Change Charge

Access Service Order Request service dates may be changed, however, a Service Date Change Charge will apply for each service date change after the plant test date of the original ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be cancelled by the Telephone Company and cancellation charges will apply. The ASR will be reissued with the new service date.

Rates and Charges

Non-recurring Charge $ 150.00

7.2.4. Expedited Order Charge

A nonrecurring per occurrence charge assessed for requests that service be provided on an earlier date than originally requested on the access service order. If the Telephone Company determines that service can be provided on an expedited basis without additional costs to the Telephone Company, the expedited request will be accepted.

With the agreement of the Telephone Company, a new service date may be established that is prior to the original service date and an Expedited Order Charge will also apply in addition to the Service Date Change Charge.

Rate and Charges

Non-recurring Charge $ 500.00[1] **(C)**

[1]plus additional labor charges including but not limited to unavailability of equipment and any special construction that may be required to meet the ASR install deadline requested by the customer. (See Section 7.9 – Additional Labor Charges) **(C)**

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.2.5. Access Order Cancellation Charge

A Customer may cancel their Access Order 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.

For Tandem Switch Transport, if a Customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered cancelled and the charges described below will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.

When a Customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:

> When an ASR for Switched Access Service is cancelled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total installation non-recurring 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.

When a Customer chooses to commence billing rather than cancel an ASR for these services specified above, the Customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days. When a Customer elects to commence billing, a monthly recurring charge will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for the service will include these accrued charges and any additional nonrecurring charges in addition to any other billable charges specified in this section.

If the ASR is not completed within 121 calendar days of the original service date, the ASR will be cancelled. Cancellation charges will apply. In addition, the Customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Telephone Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the Customer's responsibility to submit a new ASR for Switched Access Service.

A nonrecurring per occurrence charge assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service. (Plus any additional labor costs).

Access Order Cancellation Charge Non-recurring Charge - $ 75.00

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.3. 800 Service Charges

The following charges are assessed for 800 Number Portability Access Service (NPAS) Queries. These query charges are in addition to the Switched Access FGD usage charges assessed for use of the Telephone Company's Network for 800 NPAS usage.

800 Query

A per query charge is assessed for each SS7 transported 800 query, sent to the Telephone Company's 800 Gateway vendor for delivery to the SMS Database, whether the call is completed or not.

Rate Per Query

9104 - Verizon New York, Inc. [1]

7.4. PIC Change Charge

PIC Change Charge

The PIC Charge is billed to the Telephone Company's End User. If the Customer elects to pay this charge for the End User, the Customer will arrange such credit or payment directly with the Telephone Company's End User.

A charge to the Customer will apply when an unauthorized PIC change occurs and the Customer cannot provide appropriate documentation authorizing such change. The charge will be applied as follows:

Unauthorized PIC Change Charge $5.00

[1] Charter Fiberlink NY-CCO, LLC intrastate access rate benchmarks against the lower of the Company's New York interstate rate found in Charter Communications Operating, LLC FCC Tariff No. 1 Interstate Access Services Tariff or the ILEC intrastate access service tariff rate for each rate element. Refer to www.spectrum.com/policies/telephone-tariff for Company tariff rate information. **(T)** **(T)**

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.5. Billing Name and Address (BNA)

The Telephone Company will, upon request, provide Billing Name and Address Information to a Customer. Customer will supply a written request to Telephone Company specifying the telephone number or numbers for which Billing Name and Address information is desired. The Telephone Company will perform a query and provide the Customer with the Bill Name and Bill Address for each Telephone Number requested, if found. If a Telephone Number is not found, a per/Telephone Number-Not Found charge is still applicable.

Any Customer provided BNA pursuant to this Tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and non-published telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.

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 information to its authorized billing and collection agent or to governmental law enforcement agencies.

Data will be provided either in paper format, via electronic transmission, e-mail attachment or fax.

A nonrecurring Management Fee will be charged per request for costs associated with the **(C)**
retrieval of data and all work required to complete required BNA request(s). **(C)**

Rates and Charges -

	Found	**Not Found**	**Mgt Fee**
Per Telephone Number	$ .26	$ .23	
Per Request			$50.00

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.6. Alternate Bill Media

Service Description

Billing for access services occurs on a monthly basis based on specific bill periods established by the Telephone Company. Bills are rendered for each Access Customer Name Abbreviation (ACNA).

Primary bills will be provided in a paper format at no charge. Alternate Bill Media formats are available to Customers at the rates detailed below who do not wish to receive their primary bill in paper format. Customer Service Records (CSR) containing information are also available in the formats below.

The Alternate Bill Media options available are:

1. Magnetic tape, 18 track
2. FTP file
3. Cartridge

Rates for alternate bill media are only filed in the FCC Interstate tariff – rates will apply to 100% of the charges for Alternate Bill Media. No mixed jurisdictional adjustment to rates will apply.

Rates and Charges

	Bill Media	**CSR**
Magnetic Tape, 18 track (per month)	$35.00	$35.00
Cartridge (per month)	$35.00	$35.00
FTP file	$35.00	$35.00

7.7. Carrier Identification Code (CIC)

This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

Rates and Charges

Add CIC – FGD	$ 31.24
Change CIC – FGD	$ 91.79
Delete CIC – FGD	$ 54.45

Section 7. Switched Access Rates, Charges and Fees (Cont'd)

7.8. CIC Consolidation

If the Customer requests to consolidate multiple CICs, a CIC Consolidation Charge will be assessed. This charge is only assessed when all lines or trunks associated with the former CIC(s) are changed on a one-time realignment basis within the Telephone Company's databases at a nationwide level to a single existing CIC. Requests for a CIC Consolidation must be provided to the Telephone Company in writing, but not ASR charge is applicable for this request. The rate for this service is provided below.

The CIC Consolidation charge does not apply to normal PIC change activity, whereby carrier selection is changed and no consolidation of CICs occurs.

The Telephone Company will negotiate a due date for a CIC Consolidation with the Customer. It is the sole responsibility of the Customer to notify affected end users of the change.

If the Customer elects to change a CIC due to surrendering a CIC to the North American Numbering Plan Administrator for reassignment, the CIC Consolidation Charge will be waived. The waiver is applied only when the Customer surrenders the CIC on a nationwide basis. Additionally, the CIC must be relinquished within ninety (90) days from the completed conversion date. Confirmation of relinquished code(s) must be in writing and come from the NANP Administrator.

Rates and Charges

Per Line or WTN	$1.30

7.9. Additional Labor Charges

Additional Labor is labor requested by the Customer to provide Service and agreed to by the Telephone Company. The Telephone Company will notify the Customer that Additional Labor charges 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.

The rates for additional labor charges will be provided to the Customer on an Individual Case Basis (ICB) based upon the work requested at the time the Additional Labor is requested.

8. Switched Access Ordering, Rating and Billing – More Than One LEC

8.1. General

Each LEC will provide its portion of the Switched Transport or Special Transport service within its operating territory to the meet point with the other LECs . The LECs involved in providing the service will determine the Bill Percentage (BP).

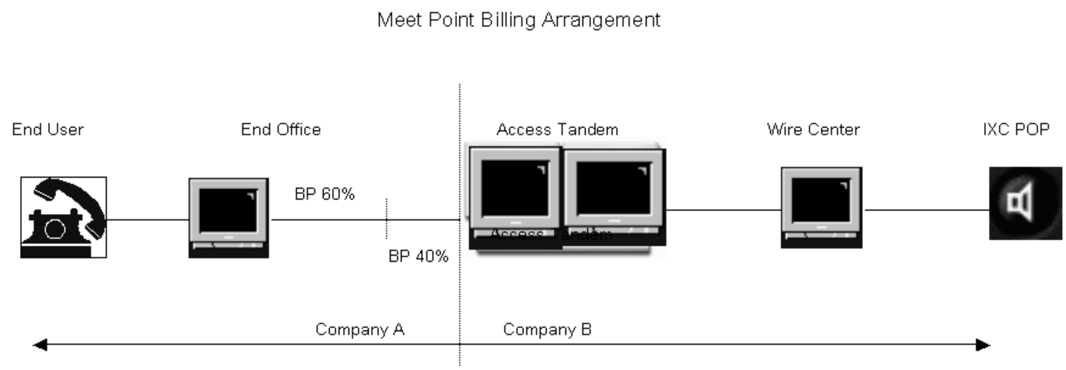

Figure 2 - Example of MPB Arrangement

For all Switched Access Services the order will be placed with the Telephone **C**ompany as specified in the Ordering and Billing Forum's Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The multiple billing arrangements described in this section are also subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.

All recurring and non-recurring charges for services provided by each LEC are billed under each company's applicable Tariffs (Multiple Bill – Single Tariff). Under a Meet Point Billing arrangement, the Telephone Company will only bill for charges for traffic carried between the LEC's Tandem and the Telephone Company's Switch that serves the End Users and for the portion of any transport facilities provided by the Telephone Company between the Customer's location and the Telephone Company's Local Switching Center.

The Telephone Company must notify the Customer of the:

1. Meet Point Billing option that will be used;
2. Telephone company(s) that will render the bill(s);
3. Carrier(s) to whom payment should be remitted; and
4. Carrier(s) that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

Section 8. Switched Access Ordering, Rating and Billing – More than One LEC (Cont'd)

8.1 General (Cont'd)

The Telephone Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one LEC is involved in the provision of Access Services, as follows:

The Telephone Company must receive an order for Feature Group B or Feature Group D Switched Access Service, as defined herein, ordered to the Telephone Company's Local Switching Center through a switch operated by another LEC. In addition, the Customer will also be required to submit a copy of the order as specified by the LEC that operates the switch.

(A) Separate bills will be rendered by the LEC and Telephone Company for Terminating FG B or Feature Group D Access Service.

(B) The Multiple Bill option allows all companies providing service to bill the Customer for their portion of a jointly provided access service. Each company will determine its portion of the Switched Transport as set forth below:

1. Determine the applicable charges and bill in accordance with its Tariff;
2. Include all recurring and nonrecurring rates and charges of its Tariff; and
3. Forward the bill to the Customer.

(D) The Customer will remit the payments directly to each company.

(E) Meet Point Billing Mileage Calculation - Each company's portion of the Switched Transport mileage will be determined as follows:

1. For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport total miles by computing the number of miles from the access tandem 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.
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 company.
3. For Switched Access Tandem-Switched Transport;

   (a) Multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each company as set forth in (2), times the Tandem-Switched Transport rate;
   (b) Multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Section 8. Switched Access Ordering, Rating and Billing – More than One LEC (Cont'd)

8.1 General (Cont'd)

(F) Where the Tandem-Switched Transport 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 (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport.

(G) The Telephone Company in whose territory the end office is located shall bill the Shared Trunk Port for Tandem-Switched Transport.

(H) For tandem routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the end office on a multiple bill, single Tariff meet point billing arrangement.

Section 8. Switched Access Ordering, Rating and Billing – More than One LEC (Cont'd)

8.2. Meet Point Billing

When the Switched Transport facility (Tandem-Switched Transport) is provided by more than one telephone company, the following regulations apply for Switched Access when the End Office is in the Telephone Company's Territory:

1. Distance sensitive transport provided by the Telephone Company will be rated according to the rates specified in this tariff for the Telephone Company's end office.
2. The transport termination provided by the Telephone Company will be rated according to the rates specified in this tariff to the Telephone Company's end office.

8.3. Rating and Billing of Service

Each company will provide its portion of the access service based on the regulations, rates and charges contained in its respective access service Tariff, subject to the following, as appropriate. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Telephone Company's rates and charges will apply to traffic originating from the LEC's Tandem and terminating at the End User's Premises, and vice versa.

Section 9. Reserved for Future Use (T)

(D)

(D)

Section 9. Reserved for Future Use (T)

(D)

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Section 9. Reserved for Future Use **(T)**

(D)

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