

REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING THE PROVISION OF
COMPETITIVE ACCESS SERVICE
APPLYING TO CARRIER
PRIVATE LINE SERVICES BY
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
APPLICABLE IN
ALL TERRITORY SERVED BY THIS COMPANY
WITHIN THE STATE OF NEW YORK

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF NOTES

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

SECTION 1 – GENERAL REGULATIONS

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SECTION 1 – GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

- A. This Tariff sets forth the rates and regulations governing the provision of competitive access services applicable to the provision of carrier private line services by the Development Authority of the North Country within the State of New York.
- B. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the New York State Public Service Commission.
- C. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

SECTION 1 – GENERAL REGULATIONS

I.2 DEFINITIONS

ACTUAL COST – Any costs charged against a special case or circumstance, including any appropriate taxes or other overhead.

CARRIER – Any other telecommunications provider authorized by the Commission to provide telecommunications service in New York, including but not limited to exchange carriers, electronic message service carriers, resellers and interconnect companies.

CHANNEL or CIRCUIT – A communications path between two or more endpoints, at a transmission speed agreed to between Company and Customer.

COLLOCATION - An arrangement whereby the facilities of Customer are terminated with the equipment necessary to provide interconnection for the purpose of accessing the Services offered by Company.

COLLOCATION SPACE – The space designated by Company for the installation of Customer's equipment for Collocation.

COMMISSION – The New York State Public Service Commission

COMPANY – Development Authority of the North Country

CROSS-CONNECT - A connection provided to Customer from any Company POP to the facilities of Customer or another Carrier approved by Company.

CUSTOMER – The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff, including both Carriers and End Users.

CUSTOMER PREMISES – The premises specified by Customer for termination of Services.

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

DESIGN LAYOUT REPORT or DLR - A record containing the technical information that describes the facilities and terminations provided at the request of Customer by the Company to the Customer. The technical information is needed by Company to design the overall service and includes such items as cable makeup (gauge, loading, length, etc.), channel bank type and system mileage, signaling termination compatibility, etc.

DS1 – Digital Signal level one is a high capacity channel interface for use in provided point-to-point digital transmission, handling simultaneous two-way transmission at the rate of 1.544 Mbps.

DS3- Digital Signal level three is a high capacity channel interface for use in providing point-to-point digital transmission, handling simultaneous two-way transmission at the rate of 44.736 Mbps.

END USER - Any customer of a service that is not a Customer or a Carrier, except that a Carrier shall be deemed to be an “End User” when such Carrier uses a Service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “End User” if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

FACILITIES – Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office equipment, etc., utilized to provide the Services offered under this Tariff.

INDIVIDUAL CASE BASIS or ICB – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

KBPS – Kilobits per second, denotes thousands of bits per second.

MBPS – Megabits per second, denotes millions of bits per second.

MONTHLY RECURRING CHARGE or MRC – Monthly charges to the Customer for Services, facilities or equipment, which continue and are billed to Customer each month for the duration of the Service.

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

MULTIPLEXING – The process of combining several slower speed circuits onto a higher speed circuit to improve transmission efficiency and provide value-added capabilities.

NONRECURRING CHARGE or **NRC** – The initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish Service.

OPTICAL CARRIER CHANNEL or **OC** – The high speed optical communications path for transporting information utilizing a synchronous optical network

PLANT TEST DATE or **PTD** – The date on which installation is completed and the Company to Customer testing can begin.

POINT OF PRESENCE or **POP** – The physical point where Company has a presence for network access and meets the facilities of Customer or another Carrier.

POINT OF TERMINATION – The point of demarcation within a Customer Premises at which the Company's responsibility for the provision of Service ends. The point of demarcation is the point of interconnection between Company facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Rules and Regulations.

SERVICE – Any means of Service offered herein or any combination thereof.

SERVICE DATE – The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its End Users, whichever is sooner.

SERVICE ORDER – A written request for Service executed by Customer and Company in the format devised by Company. The signing of a Service Order by Customer and the acceptance by Company, or the use of Service by Customer, initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

SYNCHRONOUS OPTICAL NETWORK or SONET – Transport network for synchronously multiplexed tributary signals. The standard defines a set of transmission rates, signals and interfaces for fiber optic transmission. The basic electrical signal runs at 51.840 Mbps, approximately 51 times the bandwidth of a standard US, T1 leased line running at 1.544Mbps. SONET grows in multiples of the basic signal into the multi-Gigabit range. SONET has the feature of adding and dropping lower bit-rate signals from the higher bit-rate signal without needing electrical demultiplexing.

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

1.3.1 Scope

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the Services it provides.
- C. The Company will, for maintenance purposes, test its Service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff. For purposes of computing charges in this Tariff, a month is considered to have 30 days.
- E. The Company does not warrant that its equipment, facilities and Services meet standards other than those set forth in this Tariff.

1.3.2 Liability of the Company

- A. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, defect, or failure of performance of any Service, facility or equipment provided under this Tariff, if caused by the Customer, an End User, or underlying Carrier, or such entities' facilities or equipment, or if due to causes beyond Company's control, including but not limited to, acts of God, fire, flood, explosions or other catastrophes; any law, order, regulation, direction, action or request of any governmental, civil or military entity; insurrections, riots, terrorism, wars; unavailability of materials; or strikes, lockouts, work stoppages, or other labor difficulties.

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 Liability of the Company (Cont'd)

- B. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage arising from Customer's use of Services, involving claims for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising from Customer's own communications or use of the Service.
- C. The Company's liability 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 shall not exceed an amount equal to the proportionate recurring charge for the period during which the Service was affected. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by Customer for the specific Services giving rise to the claim. The grant of such an amount shall be the sole remedy of the Customer and the sole liability of the Company. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered.
- D. The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services, facilities or equipment on such Customer Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 Liability of the Company (Cont'd)

- E. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- F. The Company shall not be liable for any indirect, special, incidental, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the Service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing Service or as a result of any Service, facilities or equipment provided by Company under this Tariff, or the acts or omissions or negligence of Company's employees or agents. No agent or employee of Customer or any other Carrier or entity shall be deemed to be an agent or employee of the Company.
- G. The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.3.3 Provision of Service, Equipment and Facilities

- A. The Services offered herein shall be provided to Customers on a first-come, first-served basis, based upon the receive time and date of a properly completed Service Order as required in other sections of this Tariff. Customer orders will not be deemed to have been received until such information is provided.

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Provision of Service, Equipment and Facilities (Cont'd)

- B. The Company shall use commercially reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- C. The Company shall use commercially reasonable efforts to maintain facilities and equipment that it furnishes to Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon prior written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities or equipment furnished by Company pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities, equipment or Services under this Tariff, and to the maintenance and operation of such facilities, equipment or Services. Subject to the foregoing, the Company shall not be responsible for (i) the transmission of signals by Customer-provided equipment or for the quality of or defects in such transmission; or (ii) the reception of signals by Customer-provided equipment.
- F. The Company reserves the right to limit or allocate the use of existing facilities and equipment, or of additional facilities and equipment offered, when necessary because of a lack of facilities and equipment or due to some other cause beyond the Company's control.

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Provision of Service, Equipment and Facilities (Cont'd)

- G. The Company may, where such action is reasonably required in the operation of its business, substitute, modify or rearrange any equipment or facilities used in providing Service under this Tariff. The Company shall not be responsible if any such substitution, modification or rearrangement renders any Customer-provided equipment or facilities obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable prior notification to Customer, and will work cooperatively with the Customer in any redesign or implementation required by the change in operating characteristics.

1.3.4 Notification of Service Affecting Activities

Company will provide to Customer reasonable notice of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but affect many Customers' services. Company will work cooperatively with Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from facilities or equipment damage, prior notification to Customer may not be possible.

SECTION 1 – GENERAL REGULATIONS

1.4 USE OF EQUIPMENT, FACILITIES AND SERVICE

1.4.1 Use

- A. Service may be used for any lawful purpose by the Customer or by any authorized End User.
- B. Equipment and facilities the Company provides or installs at the Customer Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided such equipment and facilities.
- C. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

1.4.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available.
- B. The Company may discontinue furnishing Service in accordance with the terms of this Tariff. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when Service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.

SECTION 1 – GENERAL REGULATIONS

1.4 USE OF EQUIPMENT, FACILITIES AND SERVICE (Cont'd)

1.4.2 Limitations (Cont'd)

- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse Service Orders made by a present or former Customer who is indebted to the Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

1.4.3 Customer Authorized Use

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

1.4.4 Ownership of Equipment and Facilities

Title to all equipment and facilities provided in accordance with this Tariff remains with the Company, its agents or contractors.

SECTION 1 – GENERAL REGULATIONS

1.5 CUSTOMER RESPONSIBILITIES

1.5.1 General

- A. The Customer shall be responsible for ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to its plant; impair privacy or create hazards to employees or the public;
- B. The Service provided under this Tariff shall not be used for any unlawful purpose; or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another; or interfere with use of Service by one or more customers; or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits;
- C. If Customer intends to use the Company's offerings for resale and/or for shared use, Customer may be required to file a letter with the Company confirming that its use of the Company's offering complies with relevant laws and Commission regulations, policies, orders, guidelines and decisions;
- D. The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff, including without limitation, charges for visits by the Company's employees or agents to the Customer Premises when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or another Carrier;
- E. The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;

SECTION 1 – GENERAL REGULATIONS

1.5 CUSTOMER RESPONSIBILITIES (Cont'd)

1.5.1 General (Cont'd)

- F. The Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company's facilities and equipment installed at the Customer Premises, and shall maintain a proper operating environment for the Services on such premises;
- G. Where applicable, Customer shall at its sole expense obtain, maintain, and otherwise have full responsibility for any and all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide Services to Customer, and shall comply with all laws and regulations application to, and obtain all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer Premises, and shall grant or obtain permission for Company's employees or agents to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, testing, repairing or, upon termination of the Service as stated herein, removing the facilities or equipment of the Company;
- H. Customer shall provide a safe place to work and shall comply with all laws and regulations regarding the working conditions on the Customer Premises. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (i.e, asbestos) prior to any construction or installation by Company in relation to the Services.
- I. Customer shall not create or allow to be placed any liens or other encumbrances on the Company's equipment or facilities.

SECTION 1 – GENERAL REGULATIONS

1.5 CUSTOMER RESPONSIBILITIES (Cont'd)

1.5.2 Claims

- A. With respect to any Service, facilities or equipment provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (i) any loss, destruction, or damage to property of Company or any third party, or the death or injury to persons, including but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or (ii) any claim, loss, damage, expense or liability or infringement of any copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's Services, facilities, and equipment in a manner not contemplated by the agreement between Customer and Company and this Tariff.

- B. The Customer shall reimburse the Company for damages to Company facilities utilized to provide Services under this Tariff caused by the negligence or willful act or misconduct of the Customer, or resulting from improper use of the Company's facilities or equipment, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

1.5.3 Ownership of Facilities and Equipment

Facilities and equipment utilized by the Company to provide Service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. The Customer shall reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's Premises, including loss or damage caused by the negligence or willful act or misconduct of Customer, its agents, employees or contractors.

SECTION 1 – GENERAL REGULATIONS

1.5 CUSTOMER RESPONSIBILITIES (Cont'd)

1.5.4 Customer Premises; Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide Services under this Tariff at the Points of Termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of the Service and Company equipment and facilities. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities.

1.5.5 Testing

The Services, facilities and equipment provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the Services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

1.5.6 Design of Customer Services

The Customer shall be responsible at its own expense for the overall design of its facilities, equipment and services and for any redesigning or rearrangements of its facilities, equipment and services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

1.5.7 Network Contingency Coordination

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

SECTION 1 – GENERAL REGULATIONS

1.5 CUSTOMER RESPONSIBILITIES (Cont'd)

1.5.8 Assignment or Transfer of Services

- A. Customer may assign or transfer the use of Services provided under this Tariff only where there is no interruption of use or relocation of the Services. Such assignment or transfer may be made to another Customer, whether an individual or entity provided the assignee or transferee assumes all outstanding indebtedness for such Services, and the unexpired portion of the minimum period and any termination liability applicable to such Services.
- B. In all cases of assignment or transfer, the Customer shall provide written notice to the Company at least 60 days prior to such assignment or transfer. Company shall provide written authorization of such assignment or transfer within 15 days from the receipt of Customer's notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee, including without limitation Company's right to request deposits or advance payments.
- C. The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer and continuing through the unexpired portion of the minimum period.

SECTION 1 – GENERAL REGULATIONS

1.6 FLEXIBLE PRICING

1.6.1 General

Flexible pricing sets minimum and maximum rates that can be charged for Service under this Tariff. The Company may change a specific rate within the range of the established minimum and maximum rates.

1.6.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Schedule with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least 30 days.

SECTION 1 – GENERAL REGULATIONS

1.7 PAYMENT ARRANGEMENTS

1.7.1 Payment for Service

Customer is responsible for the payment of all rates and charges for Service furnished by Company to Customer pursuant to this Tariff. All payments are due within 30 days after the date of invoice and are payable in immediately available funds.

1.7.2 Taxes

Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, fees or assessments imposed on or based upon the provision, sale or use of Services.

1.7.3 Billing and Collection

- A. Company shall present to Customer invoices for Recurring Monthly Charges in advance of the period in which Service is provided. All charges for Service are due and payable within 30 days after the invoice date.
- B. Any amount not paid when due is subject to a late payment penalty equal to the lower of 1.5% per month or the highest rate allowed by law. Late payment penalty charges shall apply to dispute amounts resolved in favor of the Company.
- C. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges begin to accrue when the Customer account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

SECTION 1 – GENERAL REGULATIONS

1.7 PAYMENT ARRANGEMENTS (Cont'd)

1.7.3 Billing and Collection (Cont'd)

- D. The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of Service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue Service for returned checks or drafts under this Tariff.

1.7.4 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall not exceed an amount equal to the nonrecurring charge(s) and two months' recurring charges for the Service. Where special construction or other custom services are involved, additional amounts may be required.

1.7.5 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two months' recurring charges for the Service but may vary with the Customer's credit history and estimated charges, and shall be in addition to an advance payment. Such deposit shall be refunded or credited to Customer's account after a one-year prompt-payment record is established.
- B. The Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before Service is restored (along with the payment of overdue charges) from the Customer whose Service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of Service) and estimates of charges.

SECTION 1 – GENERAL REGULATIONS

1.7 PAYMENT ARRANGEMENTS (Cont'd)

1.7.5 Deposits (Cont'd)

- C. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

1.7.6 Disputed Amounts

If Customer, in good faith and within 30 days from the invoice date, disputes Company's computation of amounts due, Customer may withhold payment of such disputed amount. The undisputed portion of the invoice shall be paid within 30 days from the invoice date. An amount is not in dispute until Customer has provided Company with written documentation explaining the disputed amount and describing the dispute's factual and legal basis. The parties will work cooperatively to resolve any dispute expeditiously. Disputed amounts are due and payable, and late payment charges may accrue, immediately when Company denies the dispute in writing.

1.7.7 Application of Late Payment Charge

- A. Late payment charges do not apply to final accounts.
- B. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the New York State Finance Law (Chapter 153 of the Laws of 1984).

SECTION 1 – GENERAL REGULATIONS

1.8 ALLOWANCE FOR INTERRUPTIONS

Interruptions in Service, which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities or equipment provided by the Customer, will be credited to Customer pursuant to this Tariff for the part of the Service that the interruption affects.

1.8.1 Credit for Interruptions

- A. Credit allowance for the interruption of Service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of facilities or equipment provided by Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify Company in writing immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by an action or omission by Customer within its control, or is not in facilities or equipment furnished by Customer and connected to Company's facilities.
- B. A credit allowance is applied on a pro rata basis against the rates specified herein and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the Service will receive a credit. No credit is allowed in the event that Service is interrupted in order to provide routine testing, service quality or related investigations.
- C. No credit will be allowed for an interruption of less than 24 hours. Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the Monthly Recurring Charge for the Service affected.

1.8.2 Limitations of Credit

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with, the provisions of this Tariff by Customer, End User, joint user or other Carrier providing connection to the Service of Company;

SECTION 1 – GENERAL REGULATIONS

1.8 ALLOWANCE FOR INTERRUPTIONS (Cont'd)

1.8.2 Limitations of Credit (Cont'd)

- B. Interruptions due to the negligence of any person or entity other than Company, including but not limited to Customer or other Carriers connected to Company's facilities or equipment;
- C. Interruptions due to the failure or malfunction of non-Company equipment or facilities;
- D. Interruptions of Service during any period in which Company is not given full and free access to its facilities and equipment or Customer Premises for the purpose of investigating and correcting interruptions;
- E. Interruptions of Service during a period in which Customer continues to use the Service on an impaired basis;
- F. Interruptions of Service during any period when Customer has released Service to the Company for maintenance purposes or for implementation of a Customer Service Order for a change in Service; or
- G. Interruptions of Service due to circumstances or causes beyond the control of the Company.

1.8.3 Use of Alternative Service

Should Customer elect to use an alternative Service provided by Company during the period of interruption, Customer must pay the applicable rates and charges for the alternative Service used.

SECTION 1 – GENERAL REGULATIONS

1.9 ORDERING

1.9.1 General

A Service Order may be required by the Company to provide Customer with new Services or to provide changes to existing Services. Upon receipt of a properly completed Service Order, the Company will specify a Firm Order Commitment (FOC) and an estimated Service Date based on the type and quantity of Services requested.

1.9.2 Service Order Charge

A Service Order charge or application fee may be applied to all Customer requests for new, additional, changed or modified Services, except when a Company-initiated network reconfiguration requires a Customer's Service to be reconfigured.

1.9.3 Modification of Service Order

Customer may request a modification of its Service Order or Service prior to the Service Date. All modifications must be in writing. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every reasonable effort to accommodate a requested modification when it is able to do so within the normal work force assigned to complete such Service Order within normal business hours. Charges for Service Order modifications may apply on a per occurrence basis.

1.9.4 Design Layout Report

At the request of Customer, Company will provide to Customer the makeup of the facilities and equipment provided from the Customer's Premises to the Point of Termination. This information will be provided in the form of a Design Layout Report (DLR) at no charge to the Customer.

SECTION 1 – GENERAL REGULATIONS

1.9 ORDERING (Cont'd)

1.9.5 Design Change

Customer may request a design change to the Service ordered. A design change is any change to a Service Order that requires engineering review and may include a change to the Design Layout Report. An engineering review is a review by Company personnel of the Service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Charges for design changes may apply on a per occurrence basis.

1.9.6 Cancellation of Service Order

Customer may cancel a Service Order for the installation of Service on any date prior to notification by the Company that Service is available for Customer's use or prior to the Service Date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the Service Order is to be canceled. If a Customer is unable to accept Service within 30 calendar days of the original estimated Service Date, the Service Order will be canceled and applicable charges will apply, as follows:

Prior to completion of DLR	\$100.00 per circuit
After completion of Plant Test Date, but Prior to estimated Service Date	\$500.00 per circuit plus Company expenses

1.9.7 Minimum Period of Service

The minimum period for which Services are provided and for which rates and charges are applicable is one year unless otherwise specified. When a Service is disconnected or discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

SECTION 1 – GENERAL REGULATIONS

1.10 INSPECTION, TESTING AND ADJUSTMENT

- 1.10.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment relating to the Service. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 1.10.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the Customer Premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities or equipment.
- 1.10.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds 24 hours in length and is requested by the Customer.

SECTION 1 – GENERAL REGULATIONS

1.11 SUSPENSION, TERMINATION OR CANCELLATION OF SERVICE

1.11.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend or terminate Service until the bill or the required deposit has been paid. If Service is suspended or terminated for nonpayment, the Customer may be required to remit a nonrecurring connection charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
 - i. At least ten days after written notification has been served personally on the Customer, or at least 20 days after written notification has been sent by regular mail to the billing address of the Customer or;
 - ii. At least ten days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

1.11.2 Termination for Cause Other than Nonpayment

A. General

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

SECTION 1 – GENERAL REGULATIONS

1.11 SUSPENSION, TERMINATION OR CANCELIATION OF SERVICE (Cont'd)

1.11.2 Termination for Cause Other than Nonpayment (Cont'd)

A. General (Cont'd)

- i. in the event of prohibited, unlawful or improper use of the facilities, equipment or Service, or any other violation by the Customer of the rules and regulations governing the facilities, equipment and Service furnished, or
- ii. if, in the judgment of the Company, any use of the facilities, equipment or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to Company personnel, plant, property or Service is occurring, or is likely to occur, or
- iii. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities, equipment or Service received from the Company, or
- iv. in the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

B. Prohibited, Unlawful or Improper Use

Prohibited, unlawful or improper use of the facilities, equipment or Service includes, but is not limited to (i) the use of facilities, equipment or Service of the Company without payment of Tariff charges; or (ii) Permitting fraudulent use.

SECTION 1 – GENERAL REGULATIONS

1.11 SUSPENSION, TERMINATION OR CANCELLATION OF SERVICE (Cont'd)

1.11.2 Termination for Cause Other than Nonpayment (Cont'd)

C. Abandonment or Unauthorized Use

- i. If it is determined that facilities, equipment or Services have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate Service.
- ii. In the event that Service is terminated for abandonment or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which Service had been terminated, and
 - b. Nonrecurring reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

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

Any change in the Company's ability (i) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (ii) to secure and retain suitable space for its equipment and facilities in the Customer Premises may require termination of Service until such time as new arrangements can be made. No charges will be assessed the Customer while Service is terminated, and no connection charges will apply when the Service is restored.

SECTION 1 – GENERAL REGULATIONS

1.11 SUSPENSION, TERMINATION OR CANCELLAION OF SERVICE (Cont'd)

1.11.3 Cancellation of Service

If Customer cancels or terminates Service after the Service Date but before the completion of the minimum term for any reason whatsoever other than a Service interruption as defined in this Tariff, Customer shall pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination of Service: (i) all Nonrecurring Charges reasonably expended by Company to establish Service to Customer, plus (ii) all Recurring Monthly Charges specified in the applicable Service Order for the balance of the then current term.

SECTION 1 – GENERAL REGULATIONS

1.12 NOTICES AND COMMUNICATIONS

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

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

All notices or other communications required to be given pursuant to this Tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company to Customer, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Each party shall advise the other party of any changes to the addresses designated for notices, other communications or billings, by following the procedures for giving notice set forth herein.

SECTION 1 – GENERAL REGULATIONS

1.13 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive is rated on the airline distance between the Company POPs or the Company POP and the Point of Termination of the Customer Premises, as applicable.

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SECTION 2 – SERVICE DESCRIPTIONS

2.1 PRIVATE LINE SERVICE

Private Line Transport provides connectivity to two or more Company POPs through a direct circuit or channel specifically dedicated to the use of Customer. Private Line Transport provides connectivity on a non-switched basis. Private Line Transport is priced based on distance and bandwidth, with no usage-sensitive cost element.

Private Line Local Loop allows the Company to provide Private Line Service from a Company POP to Customer Premises. Private Line Local Loop is dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

The following Private Line Services are offered pursuant to this Tariff:

- DS1 (Digital Signal, level 1 – 1.544 Mbps)
- DS3 (Digital Signal, level 3 – 44.736 Mbps)
- OC3 (Optical Carrier, level 3 – 155.52 Mbps)
- OC12 (Optical Carrier, level 12, SONET channel – 622.08 Mbps)
- OC48 (Optical Carrier, level 48, SONET channel – 2,488.32 Mbps)
- ATM (Asynchronous Transfer Mode)
- Ethernet

Each Private Line Service represents transmission capacity specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Private Line Services on any Service arrangement based upon engineering considerations.

Private Line Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Carrier's network.

SECTION 2 – SERVICE DESCRIPTIONS

2.1 PRIVATE LINE SERVICE (Cont'd)

2.1.1 DS1 Service

DS1 Service is a Private Line Service composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications.

2.1.2 DS3 Service

DS3 Service is a Private Line Service composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications.

2.1.3 OC3 Service

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

2.1.4 OC12 Service

OC12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling

2.1.5 OC48 Service

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Mbps with frame synchronous scrambling.

2.1.6 ATM Service

Asynchronous Transfer Mode (ATM) is a high band, low-delay, connection-oriented packet-like switching and multiplexing technique. Usable capacity is segmented into 53-byte fixed-size cells, consisting of header and information fields, allocated to services on demand. The term “asynchronous” applies, as each cell is presented to the network on a “start-stop” basis.

SECTION 2 – SERVICE DESCRIPTIONS

2.1 PRIVATE LINE SERVICE (Cont'd)

2.1.7 Ethernet Service

Ethernet Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two or more locations using packet-based technologies. Ethernet Service is a flexible, easy to use, transport service that uses established Ethernet transport technology. Ethernet Service allows Customer to connect multiple locations within the service area using native Ethernet protocol. Ethernet Service supports transmission speed from 10 Mbps to 1000 Mbps. Ethernet Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network.

SECTION 2 – SERVICE DESCRIPTIONS

2.2 MISCELLANEOUS SERVICES

2.2.1 Collocation

Collocation provides for access to Company cross-connect points that may serve as a point of interconnection for purposes of accessing the Service. Customer is responsible for the installation and maintenance of its own equipment in the Collocation Space designated by Company. Specific terms, conditions and rates for such collocation will be set forth in a written agreement entered into by Customer and Company.

2.2.2 Escort Services

Customer may request Company's technician to escort Customer to a Collocation Space. Company's technician will provide access to the Collocation Space for Customer to perform installation, testing and maintenance of Customer's equipment and facilities.

2.2.3 Cross-Connection

Service furnished by the Company may be connected with the services or facilities of other Carriers. Customer is responsible for all charges billed by the other Carrier for use in connection with the Company's Service. Any special interface equipment or facilities necessary to achieve compatibility between Customer and any other Carrier is the sole responsibility of Customer. Company shall not be liable for any act or omission of Customer or any other Carrier furnishing a portion of such service to Customer.

2.2.4 Multiplexing

Multiple parallel circuits may be combined into a single communication channel for delivery to Customer.

2.2.5 Card Protection

Additional card protection at the Company POPs may be provided to Customer.

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SECTION 3 – RATES

3.1 APPLICATION OF RATES

The Company may institute volume and term arrangements, which involve discounts on recurring charges, or discounts or waivers of non-recurring charges. Discounts based on volume, term, or promotional arrangements will be available on arrangements where the Customer commits to a term contract of one year or longer.

Nonrecurring and monthly recurring charges apply for each Private Line Service furnished by the Company. Monthly recurring charges vary according to the time period for which the Customer commits to take the Service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring charge for Private Line Services.

Because Type II Service prices are dependant upon another Carrier's facilities, Type II Service will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

3.1.1 Transport Channel – Fixed

This rate element applies per channel for the transmission facility between the POPs associated with two Customer Premises, between a POP associated with the Customer Premises and a Company Point of Termination, or between two Company Points of Termination.

3.1.2 Variable Mileage

This rate element applies per channel for the number of miles (interoffice miles) between the two POPs that serve the terminal locations. Fractions of a mile are rounded up to the next whole mile before rates are applied.

SECTION 3 – RATES

3.2 PRIVATE LINE TRANSPORT

	MINIMUM	MAXIMUM	FILED
DS1			
MRC – Fixed	\$1.00	\$77.93	\$51.98
MRC/per mile	\$1.00	\$2.93	\$1.95
NRC	\$1.00	\$750.00	\$500.00
DS3			
MRC – Fixed	\$1.00	\$1,013.31	\$675.54
MRC/per mile	\$1.00	\$21.68	\$14.45
NRC	\$1.00	\$1,500.00	\$1,000.00
OC3			
MRC – Fixed	\$1.00	\$3,240.87	\$2,160.58
MRC/per mile	\$1.00	\$70.79	\$47.19
NRC	\$1.00	\$2,250.00	\$1,500.00
OC12			
MRC – Fixed	\$1.00	\$4,850.43	\$3,233.62
MRC/per mile	\$1.00	\$130.70	\$87.13
NRC	\$1.00	\$3,000.00	\$2,000.00
OC48	ICB	ICB	ICB
ATM	ICB	ICB	ICB
Ethernet	ICB	ICB	ICB

SECTION 3 – RATES

3.3 PRIVATE LINE LOCAL LOOP

	MINIMUM	MAXIMUM	FILED
DS1			
MRC – Fixed	ICB	ICB	ICB
MRC/per mile	ICB	ICB	ICB
NRC	ICB	ICB	ICB
DS3			
MRC – Fixed	ICB	ICB	ICB
MRC/per mile	ICB	ICB	ICB
NRC	ICB	ICB	ICB
OC3			
MRC – Fixed	ICB	ICB	ICB
MRC/per mile	ICB	ICB	ICB
NRC	ICB	ICB	ICB
OC12			
MRC – Fixed	ICB	ICB	ICB
MRC/per mile	ICB	ICB	ICB
NRC	ICB	ICB	ICB
OC48	ICB	ICB	ICB
ATM	ICB	ICB	ICB
Ethernet	ICB	ICB	ICB

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SECTION 3 – RATES

3.4 MISCELLANEOUS SERVICES

3.4.1 Collocation

	MINIMUM	MAXIMUM	FILED
Application Fee	\$1.00	\$1,500.00	\$1,000.00
MRC			
Racks (18"x26"x7')	\$1.00	\$750.00	\$500.00
Cabinets (29"x30"x7')	\$1.00	\$1,500.00	\$1,000.00
Additional Power (per 20 amps)*	\$1.00	\$22.50	\$15.00
NRC			
Racks (18"x26"x7')	\$1.00	\$1,500.00	\$1,000.00
Cabinets (29"x30"x7')	\$1.00	\$3,000.00	\$2,000.00
Additional Power (per 20 amps)*	\$1.00	\$112.50	\$75.00

* Initial DC power (20 amps) provided with each rack and cabinet.

3.4.2 Escort Services

	MINIMUM	MAXIMUM	FILED
Each Occurrence (1 st Hr)	\$1.00	\$112.50	\$75.00
Each Additional Hour	\$1.00	\$75.00	\$50.00

SECTION 3 – RATES

3.4 MISCELLANEOUS SERVICES (Cont'd)

3.4.3 Cross-Connection

	MINIMUM	MAXIMUM	FILED
MRC			
DS3	\$1.00	\$75.00	\$50.00
OC3	\$1.00	\$150.00	\$100.00
OC12	\$1.00	\$225.00	\$150.00
OC48	ICB	ICB	ICB
NRC			
DS3	\$1.00	\$300.00	\$200.00
OC3	\$1.00	\$300.00	\$200.00
OC12	\$1.00	\$300.00	\$200.00
OC48	ICB	ICB	ICB

3.4.4 Multiplexing

	MINIMUM	MAXIMUM	FILED
MRC			
DS3 (28 DS1s)	\$1.00	\$600.00	\$400.00
OC3 (per DS3)	\$1.00	\$375.00	\$250.00
OC12 (per OC3)	\$1.00	\$525.00	\$350.00
OC48	ICB	ICB	ICB

3.4.5 Card Protection

	MINIMUM	MAXIMUM	FILED
MRC			
DS1	\$1.00	\$37.50	\$25.00
DS3	\$1.00	\$75.00	\$50.00
OC3	\$1.00	\$150.00	\$150.00
OC12	\$1.00	\$300.00	\$200.00

SECTION 4 – SPECIAL ARRANGEMENTS

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SECTION 4 – SPECIAL ARRANGEMENTS

4.1 GENERAL

Custom services or special arrangements may be provided by Company at the request of Customer on an Individual Case Basis if

- i) the custom services or special arrangements are not offered under other Sections of this Tariff,
- ii) the facilities utilized to meet the request are of a type normally used by the Company in furnishing Service,
- iii) the custom services or special arrangements are compatible with other services and facilities,
- iv) the custom services or special arrangements are available and within the Company's personnel and capital resources.

Charges may include but are not limited to, Nonrecurring, Recurring and/or Special, Terminating Charges, or combinations thereof.

Custom services or special arrangements may include, but are not limited to, Special Construction, Additional Engineering or Labor, Non-Routine Installation and/or Maintenance, and other Individual Case Basis services.

SECTION 4 – SPECIAL ARRANGEMENTS

4.2 SPECIAL CONSTRUCTION

4.2.1 Basis for Charges

In the event the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, charges will be based on the costs incurred by the Company (including return) and may include:

- i) nonrecurring charges;
- ii) recurring charges;
- iii) termination liabilities; or
- iv) any combination of (i), (ii), and (iii).

4.2.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer. The period on which the termination liability is based is the estimated service life of the facilities provided. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

- i) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
- ii) license preparation, processing and related fees;
- iii) tariff preparation, processing and related fees;
- iv) cost of removal and restoration, where appropriate; and
- v) any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 4 – SPECIAL ARRANGEMENTS

4.3 ADDITIONAL ENGINEERING OR LABOR

Additional engineering or labor will apply when requested by Customer, and approved by Company, when:

- i) Customer requests additional information subsequent to the Company-provided DLR information;
- ii) additional engineering time is required for a customized order; or
- iii) Customer requests a design change and additional engineering time is required.

4.4 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

4.5 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract arrangement offered pursuant to this Tariff will be filed with the Commission within 30 days after the contract is signed by both the Company and the Customer. Such summary shall include the service description, rates and charges, quantity, and term