

Choice One Communications of New York, LLC
PSC No. 2 - Telephone
Effective Date: February 7, 2026

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Revision: 0
Superseding Revision:

NETWORK INTERCONNECTION SERVICES TARIFF

This Tariff, PSC No. 2 – Telephone, issued by Choice One Communications of New York, LLC supersedes and replaces in its entirety PSC No. 2 issued by Choice One Communications of New York Inc.

Choice One Communications of New York, LLC

Regulations and Schedules of Charges
Network Interconnection Services

NETWORK INTERCONNECTION SERVICES TARIFF

Contacting the Company

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email, or mail.

- Email CustomerAssistance@windstream.com or,
- By Phone: Customer Service
1-800-347-1991
- By Mail:
- Choice One Communications of New York,
LLC Attn: Vice President, Billing
4005 N. Rodney Parham Road
Little Rock, AR, 72212

Contacting the New York State Department of Public Service with a Complaint

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:
Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States (M-F 8:30 am – 4:00pm); or
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax
- By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

NETWORK INTERCONNECTION SERVICES TARIFF

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NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS

1.1 Tariff Structure, Revisions and Codes

1.1.1 Tariff Structure

The tariff is divided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

1.1.2 Page Revisions

A. Tariff pages are revised and filed with the PSC on a continual basis. When tariff pages are filed, they show an issued and effective date (see page bottom). The issued date is the day upon which the pages were issued by the Telephone Company. The effective date is generally the date the PSC approves the tariff or allows it to go into effect.

B. Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the original. Future revisions are issued sequentially (i.e., first revision, second revision, third revision, etc.). The effective version of the tariff is used as the foundation for composing a filing providing there is not filing activity already pending that involves the same page(s). If there is a filing already pending, then the already pending filing page version is used as the foundation for the next filing.

1. It is possible for the same tariff page to be pending in two or more separate filings (simultaneously). If the PSC reprioritizes the pending filings so that first pending is not the first approved, be aware that a pending page with a lower revision number cannot overwrite a pending page with a higher revision number. The pending page with the highest revision number takes precedence. The lower revision number goes to superseded.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.1 Tariff Structure, Revisions and Codes (Cont'd.)

1.1.3 Tariff Codes

- (C) - A change in regulation or rate.
- (D) - A discontinued rate or regulation.
- (M) - Moved material.
- (N) - A new rate or regulation.
- (T) - A change in text, but no change in rate or regulation.
- (1) - Reissued matter.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.2 Referencing

1.2.1 Reference to Other Tariffs

Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date, and to amendments thereto and successive issues thereof.

1.2.2 Reference to Other Publications

- A. PUB AS No. 1, Issue II may be obtained from NECA Inc., Director - Tariff and Regulatory Matters, 100 S. Jefferson Rd., Whippany, NJ 07981 and the FCC's commercial contractor.
- B. NECA Tariff FCC No. 4 may be obtained from the FCC's commercial contractor.
- C. Other technical publications referenced as follows may be obtained from Telcordia Technologies, Inc., 8 Corporate Place, PYA 3A-184, Piscataway, NJ 08854, and/or <http://telcom-info.telcordia.com>.

- 1. BR-760-200-030
- 2. GR-20-CORE
- 3. GR-000063-CORE
- 4. GR-1089-CORE
- 5. GR-409-CORE
- 6. PUB 41451
- 7. SR-TAP-001421
- 8. SR-2275
- 9. TR-TSV-000905
- 10. TR-TSV-000962
- 11. TR-TSY-000020
- 12. TR-TSY-000366
- 13. TR-NWT-001058
- 14. TR-NWT-000078
- 15. TR-NWT-000954

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.1 Referencing (Cont'd.)

1.2.3 Reference to Local Exchange Carriers (LECs)

- A. Local Exchange Carrier - A facilities-based common carrier which meets the following criteria:
1. Is authorized under the Transportation Corporations Law, Public Service Law, or by the PSC to provide local exchange services as a facilities-based carrier.
 2. Provides dial tone and local exchange service under tariff within the State of New York.
 3. Provides reciprocal interconnection arrangements under tariff to all local exchange carriers upon request.
 4. Provides access to 911 and E911 services and statewide relay service.
 5. Complies with industry standards on all matters such as technical interconnection standards and billing standards.
 6. Participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology

1.3.1 Abbreviations

ACG	-	Automatic Code Gapping
AIN	-	Advanced Intelligent Network
AMI	-	Actual Measured Loss
ANI	-	Automatic Number Identification
ANSI	-	American National Standards Institute
ASA	-	Alternate Splice Area
ATR	-	Alternate Tandem Routing
B8ZS	-	Bipolar With Eight Zero Substitution
BD	-	Business Day
BHMC	-	Busy Hour Minutes of Capacity
CAROT	-	Centralized Automatic Reporting and Trunks
CCS7	-	Common Channel Signaling 7
CCSA	-	Common Channel Signaling Access
CFA	-	Connecting Facility Assignment
CIC	-	Carrier Identification Code
CMDS	-	Centralized Message Data System
CN	-	Charge Number
CPN	-	Calling Party Number
CSP	-	Carrier Selection Parameter
DA	-	Directory Assistance
DTMF	-	Dual Tone Multifrequency
DP	-	Dial Pulse
DSAC	-	Dial Service Administration
EMR	-	Exchange Message Record
FCC	-	Federal Communications Commission
FDI	-	Feeder Distribution Interface
FID	-	Field Identifier
FX	-	Foreign Exchange

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.1 Tariff Terminology (Cont'd.)

1.1.1 Abbreviations (Cont'd.)

Hz	-	Hertz
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
ITC	-	Independent Telephone Company
kbps	-	Kilobits per second
kHz	-	Kilohertz
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
LERG	-	Local Exchange Routing Guide
LSO	-	Limited-Service Offering
Mbps	-	Megabits per second
MF	-	Multi-Frequency
MHz	-	Megahertz
MPA	-	Meet Point A
MPB	-	Meet Point B
MPC	-	Meet Point C
NET-I	-	Network Interconnections
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NTS	-	Non-Traffic Sensitive
NXX	-	Three-Digit Central Office Code
OC	-	Optical Carrier
OCN	-	Operating Company Number
PCM	-	Pulse Code Modulation
POI	-	Point of Interconnection
POT	-	Point of Termination
POTS	-	Plain Old Telephone Service
PSAP	-	Public Safety Answering Point
PSC	-	Public Service Commission

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.1 Abbreviations (Cont'd.)

RAO	-	Revenue Accounting Office
RCR	-	Relative Capacity Ratio
Resp Org	-	Responsible Organization
RSM	-	Remote Switching Modules
RSS	-	Remote Switching Systems
RTET	-	Reciprocal Traffic Exchange Trunk
SMS	-	Service Management System
SONET	-	Synchronous Optical Network
SP	-	Signaling Point
SPOI	-	Signaling Point of Interconnection
SS7	-	Signaling System 7
SSP	-	Service Switching Point
STP	-	Signaling Transfer Point
STS	-	Synchronous Transport Signal
SWC	-	Service Wire Center
TC	-	Telecommunication Carrier
TCAP	-	Transactional Capabilities Application
TCIC	-	Trunk Circuit Identification Code
TOPS	-	Traffic Operator Position System
TSA	-	Tandem Subtending Arrangements
TSPS	-	Traffic Service Position System
USI	-	Uniform Service Information
V&H	-	Vertical & Horizontal
WATS	-	Wide Area Telecommunications Service(s)

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions

Access Code - A uniform five or seven digit code assigned by the Telephone Company to an individual LEC. The five digit code has the form 10XXX, and the seven digits code has the form 101XXXX.

Access Minutes - That usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Access Tandem - A Telephone Company switching system or facility interconnection node that provides a concentration and distribution function for terminating traffic received from a LEC to different end offices.

Actual Cost - All costs charged against a specific case of special construction, including any appropriate taxes.

Answer/Disconnect Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Attempt - The point at which delivery to an end user communication from a LEC point of termination results in the measurement of access minutes.

Attenuation Distortion - The difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Business Day - The times of day that a company is open for business. Generally, in the business community, these are 8AM or 9AM to 5PM or 6PM, respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty hour work week.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.1.2 Definitions (Cont'd.)

Call - A LEC attempt for which the complete address code (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier Identification Code - A three or four digit number used by the Telephone Company to provide terminating local exchange service access to a LEC and implement appropriate measurement capabilities associated with LEC switched services.

Central Office - A local Telephone Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix - The first three digits (NXX) of the seven digit telephone number assigned to a end user's telephone exchange service when dialed on a local basis.

Centralized Message Data Systems Host - An existing telephone company with already established ownership on the national CMDS network necessary for intercompany settlements.

Channel(s) - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Common Channel Signaling Access - The capability which allows LECs access to the Telephone Company SS7 signaling network.

Company – Choice One Communications of New York, LLC

Eligible LEC - An authorized full service facilities-based provider of local exchange services designated as such by Order of the PSC. The Telephone Company is considered an eligible LEC for this purpose. A LEC may be considered partially eligible under this tariff.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

End Office - A local Telephone Company switching system or facility interconnection node located in an NXX serving area where telephone exchange service dedicated customer station loops are terminated for purposes of interconnection to trunks or other dedicated customer station loops also served out of that switching system or facility interconnection node.

End User - Any customer of an intrastate telecommunications service that receives dial tone from the Telephone Company or LEC to originate calls for termination into the public switched network and is not a carrier, except that a carrier shall be deemed to be an end user to the extent that such carrier uses a telecommunications service for administrative purposes.

Entry Switch - Refer to First Point of Switching.

Estimated Cost - All estimated costs that will be incurred in providing a specific case of special construction.

Exchange - A unit, generally smaller than a LATA, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Exchange Telephone Company - The Telephone Company, the LECs or independent telephone companies for the purpose of this tariff.

Exit Message - An SS7 message sent to an end office by the Telephone Company's tandem switch to mark the carrier connect time when the Telephone Company's tandem switch sends an initial address message to an interexchange customer.

Facilities - Any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

First Come-First Served - A procedure followed where the first service order received will be the first service order processed. An order is considered to be received when the Telephone Company has complete and accurate information, as required for the services ordered under other sections of this tariff, to accept and process the order.

First Point of Switching - The first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the LEC premises to the terminating central office.

Host Office - An electronic/digital switching system which provides call processing capabilities for one or more RSMs or RSSs.

Ineligible LEC - A LEC which is a facilities-based local exchange service provider but has not been designated by order of the PSC as a full service provider.

Initial Address Message - An SS7 message sent in the forward direction to initiate trunk set up with the busy of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Interexchange Carrier or Interexchange Common Carrier - 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.

Interstate Communications - Both interstate and foreign communications.

Intrastate Communications - Any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday - Days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

Line - A single electrical path between a Telephone Company wire center and a point at the customer's premises. The electrical path of a line has a transmission capability in the frequency range of 300 to 3000 Hz.

Local Access and Transport Area - A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. For purposes of administering regulations and rates contained in this tariff, LATA also denotes the Rochester market area.

Local Exchange Service - A service which supplies the end user with local dial tone and a telephone connection to, and a unique telephone number address on the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, centrex or centrex-type station lines).

Local Traffic - Any call between an end user of a LEC-provided local exchange service and an end user of a Telephone Company provided local exchange service where the LEC end user is assigned a telephone number residing within a LEC NXX code and the Telephone Company end user is assigned a telephone number residing within a Telephone Company NXX code, and where both exchange services bear NPA-NXX designations corresponding to: (1) same region (i.e., home region call) or (2) the same geographic area where the Telephone Company provides intrastate interLATA local exchange service under extended area service arrangements; or (3) the same flat rate primary calling area or Band A, as they are delineated in the Telephone Company's tariffs. Also included within this definition of local traffic are calls redirected from the Telephone Company to the LEC or from the LEC to the Telephone Company under number portability agreements that otherwise meet the above mentioned criteria. For purposes of applying terminating access rates under this tariff, such redirected calls are treated as new calls originated from the Telephone Company end office where the originating end user-dialed NXX code resides.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

Message - A call.

Network Control Signaling - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonrecurring Charges - One-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Some examples of NRCs described in the service sections of this tariff include but are not limited to, service connection, administrative change, manual surcharge or LEC not ready charges.

North American Numbering Plan - A three-digit area numbering plan area code and a seven-digit telephone number made up of a three-digit central office code plus a four-digit station number.

NXX Serving Area - A geographic area where end users assigned telephone numbers within a given NXX code are located. The Telephone Company's point of termination is always located within the NXX serving area. V&H coordinates of the NXX serving area are the same as that of the geographic area.

Off-hook - The active condition of switched access or a telephone exchange service line.

On-hook - The idle condition of a switched access or a telephone exchange service line.

Outside Plant - The fiber facilities outside of and leading up to the Telephone Company central office's manhole zero.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

Point of Termination - The point of demarcation in an NXX serving area at which the Telephone Company's provision of service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and LEC-provided facilities. The Telephone Company's designated POT for LEC traffic terminated to the Telephone Company shall be the pot bay or comparable alternative arrangement provided on an individual case basis located in the terminating end user's end office or its designated serving access tandem. LECs purchasing services out of the tariff must reciprocally make available to the Telephone Company at least one designated POT in each NPA in each LATA in which it has local exchange end users.

POTS Traffic - IntraLATA exchange service traffic (local calls, toll/interregion calls, and 800 dialed calls with POTS translated numbers) which originates at the valid NXXs served by a LEC's network and terminates at the NXXs served by the Telephone Company's network. 500, 700, 900, N11, operator, directory and interLATA traffic are not considered to be POTS traffic for purposes of this tariff. IntraLATA calls carried by a LEC that do not originate from that LEC's valid NXX in the LATA are also not included in this definition. Moreover, this definition does not include exchange access, cellular and other wireless traffic. For the purpose of this definition, exchange service shall be a service which supplies the user with local dial tone and a telephone connection to, and a unique telephone number address on the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, centrex or centrex-type station lines).

Premises - A building or buildings on continuous property (except railroad right-of-way, etc.), not separated by a public highway.

Responsible Organization - That entity which is responsible for the management and administration of an 800 number record in the 800 SMS.

Reseller - A customer which purchases telecommunications services from the Telephone Company for resale as telecommunications services to its own customers and who possess a Certificate of Public Convenience and Necessity from PSC, or are designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

Switching Point - A signaling point that has the capability of initiating database queries.

Service Signaling Point - A switch that is capable of supporting SS7 signaling.

Signaling Point of Interconnection - The customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information may be exchanged between the Telephone Company and the LEC.

Signaling Transfer Point - A signaling point which routes and/or transfers signaling messages through the common channel signaling network.

Subtending End Office of an Access Tandem - An end office that has final trunk group routing through that tandem.

Switching Point Code - A nine character, numeric code that identifies a switch that is supported by SS7 signaling.

Synchronous Optical Network - An optical interface standard that allows for transporting many different digital signals using a basic building block or base transmission rate of 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, such as OC-3/STS-3 which is equal to three times the base transmission rate.

Tandem - Refer to Access Tandem.

Tandem Signaling - All the signaling and data elements necessary for identifying by FGD switched access customer or a LEC, each access or LEC call in the routing of multi-FGD traffic via common transport to an access tandem.

Telephone Company - Choice One Communications of New York Inc. d/b/a One Communications unless otherwise stated.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.3 Tariff Terminology (Cont'd.)

1.3.2 Definitions (Cont'd.)

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering, (e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz). A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities used in the telecommunications industry.

Trunk - A transmission path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Circuit Identification Code - The number assigned to each switched trunk to identify it to the SS7 signaling system.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - The connection of a transmission path to the trunk side of a local exchange switching system.

User Service Information Parameter - A mandatory SS7 parameter which carries bearer capability information. It is contained in the SS7 initial address message and is used for call routing. The USI parameter specifies the transmission requirements of a call.

V&H Coordinates Method - A method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center - A building in which one or more central offices or access tandems are located.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.4 Application of Tariff

1.4.1 Scope

- A. This tariff contains regulations, rates and charges applicable to the provision of network interconnection services hereinafter referred to as NET-I services which provides for access to central office cross connect points that may serve as a point(s) of interconnection for the exchange of traffic with the Telephone Company subject to the provisions specified in this tariff. NET-I services are described hereunder and provided by Choice One Communications of New York Inc., hereinafter referred to as the Telephone Company, only to a LEC or ITC providing local exchange service to end users within the Telephone Company's serving area, hereinafter also referred to as a LEC, provided that said parties are authorized as follows and offer the arrangements as follows.
 - 1. Has been authorized to provide local exchange service under the Transportation Corporations Law, the Public Service Law, or by the PSC as a facilities-based, full service or non-full service, local exchange carrier.
 - 2. Offers reciprocal arrangements to the Telephone Company under comparable terms and conditions, with rates and charges not exceeding those under this tariff, unless so authorized by the PSC.
- B. Only a person authorized by law and the PSC to be a TC may purchase services under this tariff. This section is not intended to enlarge, restrict or otherwise affect any provision of law relating to such authority.
 - 1. As a condition of purchasing services offered in this tariff, the customer authorizes the Telephone Company to disclose the customer's identity and the fact that the customer is making such purchases to the PSC's Director of Communications.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.4 Application of Tariff (Cont'd.)

1.4.1 Scope (Cont'd.)

- C. This tariff sets forth the terms, conditions and pricing under which the Telephone Company shall, where facilities permit, provide the following services or capabilities.
 - 1. Termination of IntraLATA Calls from end users of LEC-provided local exchange services to the subscribers of the Telephone Company or end users of other LECs or ITCs where both the originating LEC and the terminating LEC or ITC interconnect to the Telephone Company at a Telephone Company access tandem and where the originating LEC local exchange service end user is assigned a telephone number residing within a LEC NXX code and the Telephone Company local exchange service subscriber is assigned a telephone number residing within a Telephone Company NXX code, and where both exchange services bear NPA-NXX designations corresponding to the same LATA.
- D. Subject to availability of facilities, the services offered herein are provided on a first-come first-served basis.
- E. The provision of services by the Telephone Company under this tariff does not constitute a joint undertaking with the LEC for the furnishings of any service.
- F. The services, regulations, rates and charges in this tariff will not apply to the resale of other Telephone Company services such as Flexpath, DID and DOD services. These services are provided pursuant to the Telephone Company's other tariffs and the regulations, rates and charges under those tariffs will apply.
- G. LEC services provided under this tariff include Telephone Company communications facilities between a Telephone Company's end user and the POT at the end office or the access tandem for MPA, MPB or MPC arrangements. Such services will be installed by the Telephone Company or its authorized vendor to such POT. Any additional facilities beyond such POT are the sole responsibility of the LEC.
- H. No retroactive changes or declarations will be accepted with respect to the rating, re-ratings, or reclassification of existing services as NET-I services.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.5 Use of Service

1.5.1 Scope

- A. NET-I services may only be used for the termination of intraLATA POTS calls (including local traffic) to NXXs served on the Telephone Company's network, including calls redirected from the LEC to the Telephone Company under number portability that otherwise meet the criteria described in Section 1.4.1B.
 - 1. Facilities used to provide NET-I services may be used to deliver interexchange and/or cellular traffic which does not originate from a LEC's local exchange end user on that LEC's network as provided in Sections 5.8.1 and 5.8.2.
- B. Interexchange switched access services that terminate on NET-I facilities will be rated under the PSC NY No. 3 and Choice One Companies Tariff FCC No. 3 (feature group service).
- C. Calls originating from cellular and other wireless carriers' networks and terminating on NET-I facilities to the NXXs residing on the Telephone Company network will be rated under applicable tariffs.
- D. Calls originating from LEC end users who are assigned telephone numbers residing within that LEC's NXX code and terminating to end users assigned telephone numbers residing within NXX codes that are not Telephone Company codes (e.g., other LECs, ITCs' end offices) are not provided under this tariff.
- E. A LEC, its customer, joint user, or authorized user may not assign, or transfer the service without the written consent of the Telephone Company. The Telephone Company will permit a LEC to transfer its existing service to another LEC if the existing LEC has paid all charges owed to the Telephone Company. When physical or software network changes are involved, such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring service order, installation and engineering charges set forth in this tariff will apply. When only administrative activity is involved, the administrative charges (NRCs) set forth in this tariff will apply.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.5 Use of Service (Cont'd.)

1.5.2 Lawful Use

- A. The service provided under this tariff shall not be used for an unlawful purpose.
- B. The Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

1.5.3 Title or Ownership Rights

The payment of rates and charges by LECs for the services provided under this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company

1.6.1 Liability

- A. No liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.
- B. The Telephone Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- C. The Telephone Company is not liable for damages to the LEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's gross negligence or willful misconduct.
- D. The Telephone Company shall be indemnified, defended and held harmless by the LEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving the following claims.
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Telephone Company's facilities;
 - 2. Claims for patent infringement arising from the LEC's or its end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or the LEC;
 - 3. All other claims arising out of any act or omission of the end user and/or LEC in the course of using services provided pursuant to this tariff; or

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.1 Liability (Cont'd.)

D. (Continued)

4. All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the LEC or its end user in connection with facilities provided by the Telephone Company, the LEC, or the end user.

5. Claims arising out of any act or omission in connection with the provision of any optional services offered under this tariff.

E. The Telephone Company shall not be liable to the LEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind.

F. The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the LEC from any and all claims by any person relating to such LEC's use of services so provided.

G. No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.1 Liability (Cont'd.)

- H. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.
- I. The Telephone Company shall not be liable for any act or omission of any other entity furnishing to the LEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Telephone Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the LEC or LEC end user, or due to the failure of equipment, facilities, or services provided by the LEC or its end user.

1.6.2 Provision of Services

- A. The Telephone Company reserves the right to refuse an application for service made by a present or former LEC, its majority or minority owners or affiliates, who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied.
 - 1. In the event that service is connected for a LEC who is indebted to the Telephone Company for service previously furnished to such LEC, the service may be terminated by the Telephone Company unless the LEC satisfies the indebtedness within 30 days after written notification, with a copy to the PSC.
- B. The Telephone Company's obligation to provide service under this tariff is limited by the availability of facilities, equipment and switch capacity.
- C. NET-I services are provided by means of wire, fiber optic, radio or any other suitable technology or a combination thereof.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.3 Automatic Number Identification (ANI)

- A. ANI information relating to a telephone subscriber, where available under any provision of this tariff or under reciprocal arrangements under which a LEC completes traffic originated from a Telephone Company end user, is provided to the LEC or its customer (ANI recipient) under the following terms and conditions.
1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
 2. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
 3. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified herein, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
 4. Telephone corporations and the LECs must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the abuse of ANI consistent with tariff requirements.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.3 Automatic Number Identification (ANI) (Cont'd.)

- B. Violation of any of the foregoing terms and conditions by any ANI recipient other than a telephone corporation shall result, after a determination through the PSC's complaint process, in suspension of the transmission of ANI by the Telephone Company until such time as the PSC receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the PSC determines that there have been three or more separate violations in a 24 months' period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the PSC.
- C. Violation of any of the foregoing terms and conditions by a telephone corporation may result in PSC prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

1.6.4 Discontinuance of Service for Cause

- A. The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons.
 - 1. Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the service/arrangement or upon violation of any terms or conditions governing the furnishing of the service/arrangement under this tariff, the Telephone Company may, on 30 days advance notice in writing to the LEC, without incurring any liability, discontinue the furnishing of new or existing service/arrangement under this tariff.
 - 2. Without notice, in the event of a violation of any regulation governing the service/arrangement under this tariff; or governing the arrangement that causes harm to the Telephone Company's network.
 - 3. Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service/arrangement; or

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.4 Discontinuance of Service for Cause (Cont'd.)

A. (Continued)

4. In the event of fraudulent use of the Telephone Company's network, (including but not limited to fraudulent end user orders for transfer of service, and fraudulent transmission and misrepresentation of interLATA traffic on LEC or POTS trunks), the Telephone Company will discontinue the service/arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

1.6.5 Network Administration

- A. The Telephone Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both the LEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective networks. The Telephone Company maintains the right to apply protective controls, (i.e., those actions, such as call gapping), which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all LEC NET-I services. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or LEC facilities, natural disasters, mass calling or national security demands.

1. LEC Switched Service Impedance - The normal reference impedance with which the channel will be terminated for the purpose of evaluating transmission performance are as follows.
 - a. 600 ohms - Code 2
 - b. 900 ohms - Code 3
 - c. 135 ohms - Code 5
 - d. 100 ohms - Code 9
 - e. 75 ohms - Code 6

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.6 Responsibility of the Telephone Company (Cont'd.)

1.6.6 Testing, Inspection and Protective Measures

- A. The Telephone Company may, upon notification to the LEC, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with.
 - 1. If the protective requirements in connection with LEC provided equipment are not being complied with, the Telephone Company may take such action as necessary to protect its facilities and personnel and will promptly notify the LEC by registered mail in writing of the need for protective action. In the event that the LEC fails to advise the Telephone Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Telephone Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Telephone Company will, upon request 24 hours in advance, provide the LEC with a statement of technical parameters that the LEC's equipment must meet.
- B. The Telephone Company maintains the right to apply protective controls, (i.e., those actions, such as call gapping), which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all LEC services. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or LEC facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the LEC, the LEC will be granted a credit allowance for the service interruption (refer to Section 4.2).

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.7 Responsibility of the LEC

1.7.1 Scope

- A. The services provided under this tariff shall be maintained by the Telephone Company. The LEC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used.
- B. When an ITC provides local exchange service to an end user in the Telephone Company's serving area, the ITC will maintain a separate network for the exchange of such local traffic.
- C. Signals applied to a metallic facility shall conform to the limitations set forth in PUB AS No. 1.
 - 1. In order to protect the Telephone Company's facilities and personnel and the services furnished to other LECs by the Telephone Company from potentially harmful effects, the signals applied to the Telephone Company's service shall be such as not to cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company the channels or facilities of others shall be provided at the LEC's expense.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.7 Responsibility of the LEC (Cont'd.)

1.7.2 Liability

- A. With respect to claims of patent infringement made by third persons, the LEC shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the LEC.
- B. The LEC shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the LEC's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the LEC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the LEC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the LEC, its officers, agents or employees.
- C. The LEC shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the LEC or third parties in arising out of any act or omission of the LEC in the course of using services provided under this tariff.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.7 Responsibility of the LEC (Cont'd.)

1.7.2 Liability (Cont'd.)

- D. The LEC is required to reimburse the Telephone Company for any loss of, or damage to, Telephone Company facilities or equipment on the LECs premises or caused by the LEC, including loss or damage caused by owners, agents, employees or independent contractors of the LEC, if the loss or damage is caused by any gross negligence or willful misconduct on the part of the LEC. The LEC will be liable for damages to the facilities of the Telephone Company caused by gross negligence or willful acts of its officers, employees, agents or contractors of the LEC.

1.7.3 Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the LEC whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

1.7.4 Availability for Testing

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

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.7 Responsibility of the LEC (Cont'd.)

1.7.5 Coordination with Respect to Network Contingencies

- A. The LEC shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- B. The LEC has an obligation to administer its network to insure the provision of acceptable service levels to all telecommunications users of its network services. Generally, service levels are considered acceptable only when both the LEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective network.

1.7.6 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the LEC balanced to ground except for ground start and duplex (DX).

1.7.7 Design of LEC Services

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

1.7.8 References to the Telephone Company

The LEC may advise its end users that certain services are provided by the Telephone Company in connection with the service the LEC furnishes to end users; however, the LEC shall not represent that the Telephone Company jointly participates in the LEC's services or otherwise use the name of the Telephone Company, its parent corporation, subsidiaries or affiliates in any advertising or other marketing efforts, without express written consent of the Telephone Company.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.7 Responsibility of the LEC (Cont'd.)

1.7.9 Reciprocal Arrangements for LECs Receiving Traffic From the Telephone Company

- A. The LEC has an obligation to update in a timely and accurate manner industry publications such as the LERG, NECA Tariff FCC No. 4, etc. Information provided to the LERG must be consistent with rate centers established in accordance with PSC end user local call rating policies. These publications must be provided or updated prior to activation of a LEC NXX code in the Telephone Company network, in accordance with central office code guidelines
- B. Consistent with PSC end user local call rating policies, an NXX code cannot extend beyond existing geographic NPA boundaries in a given LATA.
- C. The LEC must make available to the Telephone Company at least one point of termination per NPA in every LATA where the LEC has an NXX code that may receive terminating traffic from the Telephone Company.

1.7.10 Relationships with Other Carriers

The LEC must establish and maintain its own business relationships with ICs, cellular carriers, other independent and local exchange carriers for purposes of provisioning, billing and the conduct of general business.

1.7.11 Signaling

The LEC's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

1.7.12 Facility and Equipment Standards

Any facility, equipment, or labor provided or used by the LEC or its vendor which utilizes the property of the Telephone Company or terminates on the Telephone Company property, must comply with Telephone Company vendor approval and certification standards.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.8 Changes and Substitutions

1.8.1 Customer Notification and Substitutions

- A. The Telephone Company may, where such action is reasonably required in the operation of its business perform the following actions.
1. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to the following.
 - a. Substitution of different metallic facilities.
 - b. Substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities.
 - c. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities.
 2. Change minimum protection criteria
 3. Change operating or maintenance characteristics of facilities
 4. Change operations or procedures of the Telephone Company.
- B. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range of the facilities being substituted, changed or rearranged. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any LEC 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 of the facility, the Telephone Company will provide reasonable notification to the LEC in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the LEC to determine reasonable notification requirements.
1. The Telephone Company is not responsible for any additional costs incurred by the LEC as result of such changes or substitutions.

NETWORK INTERCONNECTION SERVICES TARIFF

1.8 Changes and Substitutions (Cont'd.)

1.8.2 Refusal and Discontinuance of Services

- A. If a LEC fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by overnight delivery or Certified US Mail to the LEC, with a copy to the PSC, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying LEC at any time thereafter. If the Telephone Company does not refuse additional applications or pending orders for service on the date specified in the 30 days notice, and the LEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying LEC without further notice.

- B. If a LEC fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by overnight delivery or Certified US Mail, with a copy to the PSC, discontinue the provision of existing services to the non-complying LEC at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the LEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying LEC without further notice.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.8 Changes and Substitutions (Cont'd.)

1.9

1.8.3 Provision of Telephone Numbers

1.8.4

The Telephone Company reserves the right to assign, designate or change its telephone numbers, serving end offices or tandems, rate centers, or any other call number designations associated with LEC NET-I services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

1.8.5 Interference or Impairment

A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, cause damage to their plant, impair the privacy of any communications carried over their facilities, create hazards to the employees of any of them or the public, or tend to injuriously affect the efficiency of the Telephone Company's personnel, plant, property or service. The characteristics and methods of operation shall comply with accepted and normal industry standards.

1. The Telephone Company will, where practicable, notify the LEC that temporary discontinuance of the use of a 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 use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the LEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 1 - TARIFF INFORMATION AND GENERAL REGULATIONS (CONT'D.)

1.8 Changes and Substitutions (Cont'd.)

1.8.6 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the LEC industry to develop network contingency plans in order to be prepared to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 2 - SURCHARGES AND OTHER TAXES

2.1 General

2.1.1 Services Provided for Resale

A. Separate surcharges apply to telecommunications services dependent upon whether the tariffed service(s) involved is purchased for resale (by a reseller), or not.

1. To qualify for the services provided for resale surcharge, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes (i.e., Publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law) or must possess a copy of its certificate of public convenience and necessity obtained from the PSC.

2.1.2 Changes to Surcharge Rates

A. Any changes to these rates will be filed on 15 days' notice to the PSC, and as directed by the PSC.

B. LECs will be notified of such changes on the first bill following the rate change.

C. Whenever the state (or municipalities) levies a new tax on the Telephone Company's gross revenues, repeals such a tax, or changes the rate of such tax, the PSC may approve new surcharge factors, and the Telephone Company will file revised surcharges as directed by the PSC.

2.1.3 Exemptions

LECs exempt from specific taxes must present the Telephone Company with a valid certificate of exemption from the taxing authority, otherwise all taxes will be added to customer bills in addition to rates and charges contained in this tariff.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 2 - SURCHARGES AND OTHER TAXES (CONT'D.)

2.2 State Excise Tax/Gross Revenue Tax Recovery Surcharge

2.2.1 Description

A surcharge to recover the state excise tax on telecommunications services and gross revenue tax, applies to all rates and charges for services in this tariff. The surcharge applies on a bill period basis.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 2 - SURCHARGES AND OTHER TAXES (CONT'D.)

2.3 Metropolitan Commuter Transportation District Tax Surcharge

2.3.1 Description

A. In the following counties, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Authority Business Tax Surcharge (MTA Tax) applies to all rates and charges for services in this tariff.

1. New York City Counties
 - a. Bronx County
 - b. Dutchess County
 - c. Kings County
 - d. Nassau County
 - e. New York County
 - f. Orange County
 - g. Putnam County
 - h. Queens County
 - i. Richmond County
 - j. Rockland County
 - k. Suffolk County
 - l. Westchester County

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 2 - SURCHARGES AND OTHER TAXES (CONT'D.)

2.4 Other Taxes

2.4.1 Description

In the event other Federal, State or Local Taxes are charged to the Telephone Company associated with the provision of local services or other services described herein, the Telephone Company will pass them through to the LEC.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE

3.1 Network Interconnection Arrangements

3.1.1 Ordering Requirements

3.1.2

- A. When a LEC orders network interconnection arrangements to terminate traffic from its network, it must provide the Telephone Company with all information required to implement appropriate arrangements, including but not limited to the following.
 - 1. A forecast as specified in Section 3.1.2.
 - 2. The V&H coordinates and CLLIs of the following.
- B.
 - a. The POT of the facilities (for the NXX).
 - b. The NPA/NXX or NXXs serving area location.
 - c. Its NXX serving central office as published in the LERG
 - d. OCN as issued by NECA
 - e. For initial orders appropriate CPCN issued by the PSC or other proof of authorization under the Telephone Corporations Law or Public Service Law.
 - f. The type of interconnection being ordered (i.e., end office interconnection or tandem interconnection is sought).
 - g. The type of signaling desired.
 - h. Point code and network information.
 - i. The number of DS1 port terminations being ordered.
 - j. The CIC to be associated with this arrangement.
 - k. RAO information required for record exchange.
 - l. Other standard requirements.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.1 Network Interconnection Arrangements (Cont'd.)

3.1.1 Ordering Requirements (Cont'd.)

- C. If a LEC chooses to use the combined trunk group option it must provide the Telephone Company with projected usage percentages of the POTS traffic for the terminating traffic by billing account per LATA per end office.
 - 1. The Telephone Company will provide an appropriate service request form that must be completed by the ordering LEC for this purpose.
- D. It is the obligation of the LEC to properly size and order trunk groups for the termination of its traffic by end office or access tandem, and by service where appropriate. The Telephone Company will provide additional trunks or facilities where facilities exist.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.1 Network Interconnection Arrangements (Cont'd.)

3.1.2 Forecasts

- A. Forecasts must include the traffic and volume requirements for all interconnection trunking, including requirements for both new growth and volume changes for a two year period. A valid forecast provides volume information on the following types of interconnection trunks.
1. Local/Toll LEC to Telephone Company.
 2. Local/Toll Telephone Company to LEC.
 3. Wireless Interconnection Trunks
 4. 911/E911
 5. Directory Assistance
 6. Operator Services
 7. Information Services
 8. Interexchange Access (Tandem Subtending)
 9. Choke Network
 10. Busy Line Verification
- B. Upon receipt of a valid forecast, the LEC may update this document once every month. However, these forecasts are to be provided with a minimum of six months notice before they qualify for installation intervals for trunks that have been previously forecasted.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals

3.2.1 General

To the extent the NET-I service can be made available with reasonable effort, the Telephone Company will provide the NET-I service in accordance with the LEC's requested interval, subject to the intervals specified herein.

3.2.2 Standards Interval

- A. NET-1 services will be installed during normal Telephone Company business days. If a LEC requests that installation be done outside of normal scheduled work hours, and the Telephone Company agrees to this request, expedited order charges will apply.
- B. The standard interval will be calculated from the date of receipt of a complete and accurate service order. Changes in ordering information may result in renegotiation of the due date. Intervals will be based on whether or not a forecast was provided by the LEC and if the trunks ordered are within 110% of the forecast.
- C. The standard intervals for forecasted trunks are as follows.
 - 1. For Existing Trunk Group 1-192 Trunks (8 DS1s)-18 Business Days
 - a. Requests for additional trunks to an existing trunk group must be for 192 trunks or less and must be ordered between the same two locations.
 - b. The order and any subsequent related orders must be placed within a 30 business day period and must not exceed a total of 192 trunks.
 - c. The initial or subsequent request must not exceed the forecast by 10% or more.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.2 Standards Interval (Cont'd.)

C. (Continued)

2. For Trunks in Excess of 192 Trunks-30 Business Days

- a. Requests for 193–384 trunks must be ordered between the same two locations.
- b. The request and any other subsequent request between the same two locations must be ordered within a 30 business day period and must not exceed a total of 384 trunks.
- c. The initial or subsequent request must not exceed the forecast by 10% or more.

D. The standard intervals for nonforecasted or overforecasted (by 10%) trunks are as follows.

1. Trunks-Nonforecasted or Overforecasted by 10% and Facilities Available-45 Business Days.

- a. This interval applies to orders or portions of orders beyond 110% of a current forecast amount.

2. Trunks-Nonforecasted or Overforecasted by 10% and Facilities Not Available—198 Days.

- a. This interval applies to orders or portions of orders beyond 110% of a current forecast amount where there are no trunk port facilities available.
- b. New customer requests must include a forecast to the Telephone Company. If there are spare trunk port facilities, intervals can be negotiated.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.3 Negotiated Intervals

- A. The Telephone Company will negotiate a service date interval and offer a service date based on the type and quantity of NET-I services and the LEC has requested, under the follow circumstances.
 - 1. When there is no standard interval for the service.
 - 2. When the quantity of NET-I services ordered exceeds the quantities specified in the standard intervals.
 - 3. When the LEC requests a service date beyond the applicable standard interval service date.
- B. The Telephone Company will negotiate with the LEC to determine an appropriate interval for the establishment of a new trunk group, or for complex jobs requiring coordination, such as large projects and trunk requests greater than 384.
 - 1. Complex jobs include, but are not limited to, routing changes, NXX code movement or changes, traffic pattern changes, network consolidation, 911/E911, directory assistance service, operator services, information services or grooming.
 - 2. Large projects include, but are not limited to, any order (new, augment or multiple) for more than 192 trunks (same or different trunk groups) between the same two locations which is requested during a 30 business day period.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.4 Critical Dates

- A. Certain Telephone Company critical dates are associated with a NET-I order provisioning interval, whether standard or negotiated. These dates are used by the Telephone Company to monitor the progress of the provisioning progress. At any point in the NET-I order service interval, the Telephone Company is able to determine which critical date was last passed and can thus estimate what percentage of the Telephone Company's provisioning costs have been incurred as of that critical date.
1. Scheduled Issued Date (SID) - The date that the order is to be entered in the Telephone Company's order distribution system.
 2. Service Date (DD) - The date on which service is to be made available to the LEC. This is sometimes referred to as the due date.
 3. Wired and Office Tested Date (WOT) - The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
- B. Critical dates refer to 12:01AM on such date, unless a time is otherwise specified in the service request.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.5 Modifications

A. Expedited Order - When placing an order for service(s) for which standard intervals exist, a LEC may request a service date that is prior to the standard interval service date. A LEC may also request an earlier service date on a pending standard or negotiated interval NET-I service order. If the Telephone Company agrees to provide service on an expedited basis, expedited order charges will apply. No more than 5% of a LEC's orders will be expedited.

1. If the Telephone Company is subsequently unable to meet an agreed upon service date, no expedited order charge will apply unless the missed service date was caused by the LEC, its agent or customers. If additional costs other than any applicable additional labor are to be incurred when a service date on a NET-1 service order is expedited, the Telephone Company will develop and quote such costs to the LEC, obtain LEC authorization and bill the LEC in accordance with the special construction terms and conditions of PSC NY No. 3.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.6 Cancellation

- A. Cancellation charges apply when the LEC cancels an order for the installation of service at any time prior to the service date provided to the LEC by the Telephone Company. The cancellation date is the date the Telephone Company receives written or oral notice from the LEC that the order is to be cancelled. The oral notice must be followed by written confirmation within 10 days.
- B. When a LEC cancels an order, or part of an order, prior to the scheduled issue date, no charges shall apply.
- C. When a LEC cancels an order, or part of an order, on or after the scheduled issue date, a charge equal to the estimated costs incurred by the Telephone Company shall apply (refer to Section 3.2.4).
- D. When a LEC cancels an order for the discontinuance of service, no charges apply for the cancellation.
- E. If the Telephone Company misses a service date for the standard or negotiated interval order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages, and civil commotions, the LEC may cancel the service order without incurring cancellation charges.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 3 - ORDERING SERVICE (CONT'D.)

3.2 NET-1 Service Installation Intervals (Cont'd.)

3.2.7 Application of Cancellation Charges

- A. When a LEC cancels an order, or part of an order, the Telephone Company will apply cancellation charges to the order by multiplying all the NRCs associated with the order, or that part of the order being cancelled, by the percentage (refer to Exhibit 3.2.7-1) for the critical date last passed on the order.

- B. The percentage of the total provisioning costs incurred by the Telephone Company at a particular critical date varies by the type of service and the associated NRCs (refer to Exhibit 3.2.7-1). The service charge is incurred at the issuance of the order, which is coincident with the SID date. The LEC central office wiring charge is incurred at translation, wiring and testing, which are coincident with the WOT date.

Exhibit 3.2.7-1

<u>Service / NRC</u>	<u>Provisioning Cost Percentages</u>		
	<u>SID</u>	<u>DD</u>	<u>WOT</u>
Meet Point A/Service Charge	100%	100%	100%
Meet Point A/LEC CO	0%	100%	100%
Meet Point A/Wing Charge	N/A	N/A	N/A
Meet Point B/Service Charge	100%	100%	100%
Meet Point B/LEC CO	0%	100%	100%
Meet Point B/Wing Charge	N/A	N/A	N/A
Meet Point C/Service Charge	100%	100%	100%
Meet Point C/LEC CO	0%	100%	100%
Meet Point C/Wiring Charge	N/A	N/A	N/A

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS

4.1 Responsibility of the Telephone Company

4.1.1 Billing Convention Methods

- A. The Telephone Company shall bill on a current basis all charges incurred by and credits due to the LEC under this tariff attributable to services established, discontinued or performed during the preceding billing period.
- B. The Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears.

4.1.2 Billing Periods

- A. The billing date of a bill for a LEC for service under this tariff is referred to as the bill day.
 - 1. The Telephone Company will establish a bill day each month for each LEC account.
 - 2. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.3 Late Payment Fee

- A. If payment is not received by the payment date, or if the payment is received in funds which are not immediately available to the Telephone Company, then a late payment penalty will apply. If any portion of the payment is received by the Telephone Company after the payment date, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
- B. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following amounts.
 - 1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the payment date to and including the date that the LEC actually makes the payment to the Telephone Company.
 - 2. 0.0005 per day, simple interest, for the number of days from the payment date to and including the date that the LEC actually makes the payment to the Telephone Company.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.4 Payment Dates

- A. The payment date of bills rendered to customers for service provided under this tariff is as follows.
 - 1. All bills dated as set forth in Section 4.1.2 for service provided to the LEC by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein.
 - a. If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.
 - b. If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or legal holiday.

4.1.5 Medium of Payment

- A. Bills are payable in immediately available funds.
 - 1. Immediately Available Funds - A corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include US Federal Reserve bank wire transfers, US Federal Reserve notes (paper cash), US coins, US Postal Money Orders and New York Certificates of Deposit.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.6 Customer Deposits

- A. The Telephone Company may require any LEC, which has a proven history of late payments or whose parent company or holding company has a proven history of late payments to the Telephone Company, or which does not have established credit, to make a deposit prior to or at any time after the provision of a service/arrangement under this tariff.
 - 1. Any such deposit will be held by the Telephone Company as a guarantee of the payment of rates and charges.
- B. The deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
- C. Payment of a deposit does not relieve the LEC from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills.
- D. At such time as the provision of the service to the LEC is terminated, the amount of the deposit will be credited to the LEC account and any credit balance which may remain will be refunded.
- E. A deposit will be refunded or credited to the account when the LEC has established credit or, in any event, after the LEC has established a one year prompt payment record at any time prior to the termination of the service to the LEC.
- F. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the LEC will receive interest at the same percentage rate as that set forth in Section 4.1.3B.
- G. The interest rate will be applied for the number of days from the date the LEC deposit is received by the Telephone Company to and including the date such deposit is credited to the LEC's account or the date the deposit is refunded by the Telephone Company.
- H. Should a deposit be credited to the LEC's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the LEC's account.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.7 Billing Dispute

In the event that a billing dispute occurs concerning any charges billed to the LEC by the Telephone Company the following

- A. The first day of the dispute shall be the date on which the LEC furnishes the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
- B. The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the LEC of the disposition and, if the billing dispute is resolved in favor of the LEC, applies the credit for the amount of the dispute resolved in the LEC's favor to the LEC's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
- C. If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in Section 4.1.3. Further, the LEC will not receive a disputed amount penalty credit and/or a late payment penalty credit.
- D. If a LEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the LEC, the LEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.7 Billing Dispute (Cont'd.)

- E. If a LEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the LEC, the LEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the LEC's favor (refer to Section 4.1.3) will be credited.
- F. If a LEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed and disputed amount), and the billing dispute is resolved in favor of the LEC, the LEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the LEC's favor as set forth in Section 4.1.3 will be credited.
- G. If a LEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the LEC, the LEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The LEC will not receive a credit for the late payment penalty applied to the disputed amount resolved in the LEC's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the LEC will receive a credit for a late payment penalty applied to the disputed amount resolved in the LEC's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in Section 4.1.3.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.7 Billing Dispute (Cont'd.)

H. If a LEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed amount and disputed amount) and the billing dispute is resolved in favor of the LEC, the LEC will not receive a credit for a disputed amount penalty from the Telephone Company.

1. The LEC will receive a credit for the late payment penalty applied to the disputed amount resolved in the LEC's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in Section 4.1.3.

I. The disputed amount penalty shall be the disputed amount resolved in the LEC's favor times a penalty factor. The penalty factor shall be the lesser of the following amounts.

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.

2. 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4.1.8 Billing Adjustments and Verification

A. Adjustments for the quantities of services established or discontinued in any billing period will be prorated to the number of days or major fraction of days based on a 30 day month.

B. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

C. Where credit adjustments apply, credit adjustments will be computed by apportioning the total intrastate usage associated with the honored claim into day, evening and night periods using the Time of Day distribution applicable to the LEC. The usage is then multiplied by the appropriate day, evening and night rates.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.1 Responsibility of the Telephone Company (Cont'd.)

4.1.9 Computation of Billed Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

4.1.10 Additional Copies of Bills and Reports

A. When more than one copy of a design layout record for services provided under the provisions of this tariff is furnished to the LEC, ICB rates and charges based on time and materials charges apply.

1. When employees of the Telephone Company perform the necessary work activities, the time and material charges are calculated using labor rates as set forth in Section 9.

B. When more than one copy of a LEC bill for services provided under the provisions of this tariff is furnished to the LEC the duplicate bill NRC applies.

4.1.11 Purchase of Services from Other Telephone Company Tariffs

A. Services purchased by LEC and other carriers out of other Telephone Company tariffs will be provided at tariffed rates for those services until the Telephone Company receives an order in writing to disconnect those services.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.2 Credit Allowance Conditions

4.2.1 Service Interruptions

- A. A service is interrupted when it becomes unusable to the LEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company results in the complete loss of service by the LEC. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.
- B. No credit allowance will be made for the following interruptions or periods.
 - 1. Interruptions caused by the negligence of the LEC.
 - 2. Interruptions of a service due to the failure of equipment or systems not caused by the Telephone Company.
 - 3. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated, or where the LEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.
 - 4. Interruptions of a service when the LEC has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service requested by the LEC. Thereafter, a credit allowance as set forth further in this section will apply.
 - 5. Periods when the LEC elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.2 Credit Allowance Conditions (Cont'd.)

4.2.1 Service Interruptions (Cont'd.)

- C. In case of a service interruption, allowance for the period of interruption, if not due to the negligence or fault of the LEC shall be as follows.
 - 1. For NET-I services provided under the flat rate schedule, no credit shall be allowed for an interruption of less than 24 hours.
 - a. The LEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the flat rated charges for each period of 24 hours or major fraction thereof that the interruption continues due to Telephone Company fault.
 - b. No credit will be provided for any part of the interruption that is due to the fault of the LEC or when it is mutually agreed that the interruption shall continue for a specified period of time.
 - 2. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the flat rated charges, if applicable, for the service interrupted in any one monthly billing period.
- D. Should the LEC elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted not due to the fault of the Telephone Company, the LEC must pay the tariffed rates and charges for the alternative service used.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 4 - ISSUANCE, PAYMENT AND CREDITING OF CUSTOMER BILLS (CONT'D.)

4.3 Responsibility of the Customer

4.3.1 Revenue Accounting Office (RAO)

A. The LEC must obtain a valid RAO number with a centralized message data systems host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., third party billed) or carrier access billing under tandem subtending arrangements.

1. The RAO and the data transfers must comply with standard industry EMR format.

4.3.2 Re-establishing of Services

NRCs apply for re-establishing service following fire, flood or other occurrence not due to the fault of the Telephone Company.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE

5.1 General

5.1.1 Descriptions

- A. LEC switched service provides termination of switched intraLATA POTS traffic. A separate carrier identification code is required for this service arrangement. This service provides the termination and transmission of POTS calls from the LEC's POT to the Telephone Company end user where the traffic terminates.
 - 1. The LEC will determine whether the service is to be directly routed to either MPA, MPB, MPC, 2 Way MPA RTET, or 2 Way MPB RTET.
 - a. 2 Way MPA RTET and 2 Way MPB RTET - The end office will correspond to the information published and updated in the LERG. At the option of the LEC, 64CCC may be utilized.
 - 2. When space, facilities and network capacity for termination at the POT of the meet point are not available, the Telephone Company may select and make available another meet point.
- B. LEC switched service is provided as a terminating voice frequency transmission path composed of facilities determined by the LEC. The voice frequency transmission path permits the transport of calls in the terminating direction from the LEC's POT to the Telephone Company end user. All voice frequency transmission paths may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.
- C. LEC NET-I services purchased under this tariff will not be prorated to reflect shared use or mixed use with other services such as private line services, special access services, DID-like and DOD-like services, and other services precluded under Section 1.5.1.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.1 Descriptions (Cont'd.)

D. Limitations

1. 2 Way MPA or 2 Way MPB RTET arrangements are not available with the following arrangements, services or options.
 - a. 911/E911
 - b. Directory Assistance
 - c. Directory Assistance and Operator Services
 - d. Directory Listing Services
 - e. Information Services and Mass Announcement
 - f. MPC arrangements

5.2 Meet Point A (MPA)

5.2.1 End Office MPA Arrangements

This arrangement provides a LEC with a trunk side connection at 1.544 Mbps (DS1 rate; 24 voice grade equivalent channels or 44.736 Mbps DS3 rate; 28 DS1 channels) to a POT located at the same V&H coordinates as that of the end office of the Telephone Company. All 24 voice grade equivalent channels or 28 DS1 channels must be directed to the same end office switch

5.2.2 Two-Way Meet Point A Reciprocal Traffic Exchange Trunk (2 Way MPA RTET)

- A. 2 Way MPA RTET provides a LEC with a trunk side connection at 1.544 Mbps (DS1 rate) or 44.736 Mbps (DS3 rate) to a POT located at the same V&H coordinates as that of the end office of the Telephone Company. All 24 voice grade equivalent channels or 28 DS1 channels must be directed to the same end office switch. A 2 Way MPA RTET will allow for the following terminations.
1. A LEC to terminate its traffic from its POT to a Telephone Company end office, and
 2. The Telephone Company to terminate traffic from its end office to a LEC's point of interconnection over the same trunk group.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.3 Meet Point B (MPB)

5.3.1 Access Tandem MPB Arrangement

- A. Unless otherwise specified, this arrangement provides a LEC with a trunk side connection at 1.544 Mbps (DS1 rate) (24 voice grade equivalent channels) or 44.736 Mbps (DS3 rate) (28 DS1 channels) to a POT located at the same V&H coordinates of the wire center of the Telephone Company's access tandem switch for access only to the Telephone Company's end offices subtending that tandem switch. All 24 voice grade equivalent channels or 28 DS1 channels must be directed to the same tandem switch.
1. The end office subtending tandem switches are listed in the LERG.

5.3.2 Interim MPB Arrangements

- A. Unless otherwise specified herein, a LEC may interconnect to only two tandem locations in order to terminate traffic to all the end users of the Telephone Company in LATA 132, provided the LEC meets the following requirements.
1. The LEC has activated NXX code(s) in a single NPA in LATA 132 and requires a total of less than one DS1 level of capacity or 180,000 minutes of use to all end offices subtending each of the other access tandems in LATA 132.
 2. The LEC segregates its terminating traffic into six trunk groups to be distributed between two Telephone Company tandem locations, for delivery to each of the other access tandems in LATA 132. Each trunk group must be designated to terminate traffic to a separate access tandem.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.3 Meet Point B (MPB) (Cont'd.)

5.3.2 Interim MPB Arrangements (Cont'd.)

- B. A LEC must establish interconnection to each access tandem in the LATA under the following circumstances.
1. When it activates an NXX code(s) in a geographic serving area other than the NPA for which interim MPB arrangements have been established; or
 2. When traffic terminated to the Telephone Company end offices subtending access tandems for which interim MPB arrangements have not been established exceeds one DS1 level of capacity in that trunk group or 180,000 minutes of use per month.

5.3.3 Two-Way Meet Point B Reciprocal Traffic Exchange Trunk (2 Way MPB RTET)

- A. Except as otherwise specified in Section 5.3.2, a 2 Way MPB RTET provides a LEC with a trunk side connection at 1.544 Mbps (DS1 rate) or 44.736 Mbps (DS3 rate) to a POT located at the same V&H coordinates as that of the Telephone Company's access tandem switch for access only to the Telephone Company's end offices subtending that tandem switch. All 24 voice grade equivalent channels or 28 DS1 channels must be directed to the same tandem switch.
- B. A 2 Way MPB RTET provides the following terminations.
1. A LEC to terminate its traffic from its POT and a Telephone Company access tandem, and
 2. The Telephone Company to terminate its traffic from its access tandem to a LEC's point of interconnection over the same trunk group.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.3 Meet Point B (MPB) (Cont'd.)

5.3.4 Alternate Tandem Routing (ATR)

- A. ATR, which is available as an option for MPB arrangements, provides an alternate routing arrangement for LECs that subtend or home their end office switch on a Telephone Company access tandem and/or LECs that route their terminating traffic destined for the Telephone Company's end office to a specified Telephone Company access tandem for completion. When the LEC's high usage group direct trunks to a Telephone Company end offices are busy, LEC calls attempting to reach that Telephone Company end office overflow to the LEC trunk group routed to the home access tandem. ATR will allow LECs, upon request to the Telephone Company, to route these overflow calls to a second access tandem route. Overflow traffic from the LEC POI to the Telephone Company end office may be completed via an existing or new direct trunk group to the access tandem and/or alternate tandem.
- B. Calls from a LEC POI to a Telephone Company end office switch may utilize one of the following routes.
 1. The LEC will route local traffic from the LEC's POI to the terminating Telephone Company end office. The LEC will use a primary high usage trunk group if already existing. Sizing will be based on modular trunk engineering criteria with a minimum trunk group size of 1 DS1 (24 equivalent trunks) engineered to standards set forth in SR-2275, Issue No. 3.
 2. Second Choice Route - From the LEC POI to the Telephone Company specified home access tandem, as specified in the LERG, serving the called Telephone Company end office switch. This trunk group will use blocking criterion as specified in their interconnection agreement and/or tariff as set forth in the standards in SR-2275, Issue No. 3. For the Telephone Company end offices in the terminating sector for which the LEC does not have direct trunks, this route will be the first choice route.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.3 Meet Point B (MPB) (Cont'd.)

5.3.4 Alternate Tandem Routing (ATR) (Cont'd.)

B. (Continued)

3. Final Route - From the LEC POI to the Telephone Company specified access tandem that the Telephone Company designated as the alternate tandem for the LEC to route calls that overflow from the home access tandem. This trunk group will be engineered to the standards set forth in SR- 2274, Issue No. 3.

C. ATR is for intraLATA traffic originated by the LEC POI terminating to the Telephone Company.

D. ATR is an alternate final route for LEC overflow local traffic.

E. In response to the LEC request for ATR, the Telephone Company may use the common Telephone Company interoffice network to route calls between the alternate final tandem location and the Telephone Company end office and augment the existing interoffice network to handle LEC ATR requests.

F. ATR is not available for information services and mass announcement traffic (976, 394).

G. Responsibility of the Telephone Company

1. The Telephone Company will only provide ATR in LATAs with multiple tandems in which the Telephone Company uses alternate tandem routing for its end users.

2. The Telephone Company will route the calls from the alternate tandem to the Telephone Company's end office (LEC to Telephone Company traffic) using the most efficient means reasonably available.

3. The Telephone Company will determine the alternate final tandem in order to maximize network efficiency.

4. The Telephone Company will provide ATR to handle the LEC overflow local traffic within LATA boundaries.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.3 Meet Point B (MPB) (Cont'd.)

5.3.4 Alternate Tandem Routing (ATR) (Cont'd.)

H. Responsibility of the LEC

1. The LEC POI must order a high usage direct trunk group into the end office for which the LEC is requesting an alternate route when the busy hour CCS load reaches 250 CCS.
2. The LEC will not regularly overflow greater than 600 CCS in the busy hour. If the overflow exceeds that, the LEC will augment the direct end office trunk group.
3. The LEC will be responsible for providing to the Telephone Company a forecast of end office busy hour CCS for any traffic that will use the alternate tandem route.
4. The LEC will provide timely forecasts of demand and will agree with and utilize the Telephone Company standard trunk traffic engineering guidelines.
5. The LEC will agree to use good trunk engineering judgment and accepted industry practices to manage the trunk groups.
6. The LEC will be responsible for all costs to install a new direct trunk to the alternate tandem at the existing recurring rates and NRCs.
7. The LEC must have connectivity into all of the Telephone Company's access tandems in the LATA.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.4 Meet Point C (MPC)

5.4.1 End Office MPC Arrangement

- A. This arrangement allows a LEC to terminate traffic to a Telephone Company end office switch through a line side interconnection to that end office switch. The MPC connection will support local traffic between the LEC and the Telephone Company end office switch. Traffic over the MPC connection must terminate within the interconnecting Telephone Company end office.
- B. MPC lines will be provisioned with a 1.544 Mbps (DS1 rate) interface, providing the digital equivalent of blocks of 24 lines. The standard arrangement will be used to terminate the MPC connection from POT within the central office. The standard arrangement will be provided with DTMF with ground start.
- C. MPC is provided as a terminating voice frequency transmission path. The voice frequency transmission path permits the transport of calls in the terminating direction from the LEC POT to the Telephone Company or other LEC end users served by the MPC end office. All voice frequency transmission paths may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.5 Transport to the Interconnection POT

5.5.1 Descriptions

- A. Meet point arrangements may be provided to a LEC as follows.
 - 1. Entrance Facility provided by the Telephone Company from the LEC's premises to the Telephone Company wire center serving that LEC's premises (the serving wire center – SWC).
 - 2. Dedicated Transport provided by the Telephone Company from the serving wire center of the LEC's premises to the Telephone Company end office or access tandem, as appropriate for the meet point arrangement involved (i.e., MPA, MPB, MPC, 2 Way MPA RTET and 2 Way MPB RTET).
 - 3. Comparable Alternative Arrangement provided on an ICB, at the Telephone Company end office (MPA, MPC, 2 Way MPA RTET) or access tandem switch (MPB, 2 Way MPB RTET), as appropriate.
- B. When a LEC requests DS3 transmission level, a DS3 to DS1 multiplexing arrangement must be used (refer to Section 6).
- C. Where the LEC orders terminating service under this tariff to the Telephone Company's end office or tandem switch, for MPA, MPB or MPC interconnection it is the responsibility of the LEC to provide the transport facility from the LEC's network to the POT at the Telephone Company location.
 - 1. At the LEC's option, the Telephone Company will provide this transport facility where facilities are available under dedicated transport.
 - 2. The LEC also has the option of using an alternative transport facility provider other than the Telephone Company for this purpose, as long as separate trunk groups, CICs and billing account identities are maintained.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.6 Interface Groups

5.6.1 General

- A. Interface groups are provided for terminating the local transport at the customer's premises. Only certain interfaces are available at the customer's premises. The premises interfaces associated with the interface groups may vary.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.7 Responsibility of the Telephone Company

5.7.1 Measuring LEC Access Minutes

- A. LEC traffic to MPA or MPB arrangements will be measured by the Telephone Company at end office switches or tandem switches. Terminating calls will be measured by the Telephone Company to determine the basis for chargeable access minutes. For terminating calls for LEC switched service, the measured minutes are the chargeable access minutes. LEC switched access minutes or fractions thereof, (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.
1. For terminating calls over LEC switched service, the measurement of access minutes begins when the Telephone Company's terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.
 2. The measurement of terminating call usage over LEC switched service ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the LEC's network, whichever is recognized first by the entry switch.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.7 Responsibility of the Telephone Company (Cont'd.)

5.7.2 2 Way MPA RTET and 2 Way MPB RTET

- A. The Telephone Company will be in overall control of all two way trunks.
- B. The Telephone Company will be responsible for installing and augmenting the trunk groups from the LEC's POI to the Telephone Company's end office or access tandem switch.
- C. The Telephone Company will be responsible for identifying the tandem overflow trunk group requirements.
- D. The Telephone Company will be responsible for maintaining the trunk groups from the LEC's POI to the Telephone Company switch in parity with the Telephone Company's maintenance procedures for other trunk groups.
- E. The Telephone Company will be responsible for using B.01 design blocking objective on all final trunk groups.
- F. The Telephone Company will be responsible for initiating a request for the LEC to order new groups and add trunks to existing groups based on standard engineering practices.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.8 Responsibility of the LEC

5.8.1 Combined Traffic/Provision of Records

- A. A LEC which has chosen the MOU rate schedule, or a LEC which has chosen the flat rate schedule where the Telephone Company has minutes of use measurement capabilities, may combine interLATA, interexchange and cellular and other wireless traffic on the same trunk groups (combined trunks) as used for terminating POTS traffic under this tariff. A LEC using the flat rate schedule may not use combined trunk groups unless Telephone Company minutes of use measurement capability exists on those trunk groups.
- B. If the LEC terminates interLATA, interexchange, cellular or other wireless traffic and other intraLATA access traffic using the same trunk group as it uses for terminating POTS traffic, the LEC must provide to the Telephone Company usage percentages of the POTS traffic on the combined trunk groups and either of the following.
 - 1. All terminating call detail records, each month, in the standard industry format for all POTS traffic terminated on the combined trunk groups, and a summary of those records by traffic type broken down by end office which shows the development of the POTS usage percentage. If the LEC chooses this option, a surcharge for bill review and processing will apply.
 - 2. CPN through SS7 signaling for all traffic terminated on combined trunk groups.
- C. When the LEC uses combined trunk groups to deliver traffic to the Telephone Company, the LEC must work cooperatively with the Telephone Company to review the call records and provide them in a format and via the medium of information exchange selected by the Telephone Company.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.8 Responsibility of the LEC (Cont'd.)

5.8.1 Combined Traffic/Provision of Records (Cont'd.)

- D. Incorrect Usage Reporting - Where the POTS usage percentages provided by the LEC are found, upon review, to be incorrect, the Telephone Company may re-rate the traffic based on accurate information and the LEC will be backbilled or credited those amounts for a period retroactive to the date that the incorrect POTS usage percentage was reported, but not to exceed 24 months.
 - 1. Such backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period. Interest will not apply to credited amounts which result from incorrect POTS usage percentages reported by the LEC.
 - 2. The Telephone Company will rate and bill all terminating traffic on the combined trunk groups for which it has not received complete call detail records or CPN in a timely manner under its appropriate switched access Choice One Companies Tariff FCC No. 3 and PSC NY No. 3.
- E. The Telephone Company will rate and bill all terminating traffic on the combined trunk groups for which it has not received complete call detail records or CPN in a timely manner under its appropriate switched access Choice One Companies Tariff FCC No. 3 and PSC NY No. 3.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.8 Responsibility of the LEC (Cont'd.)

5.8.2 Segregation of POTS Traffic

- A. The LEC may separate its POTS traffic from all other traffic through the use of separate trunk groups, CIC codes and billing accounts. If the LEC chooses this option, no requirements regarding provision of call detail records will apply, except as otherwise stated herein.
- B. When the LEC chooses to separate its POTS traffic from all other traffic it terminates to the Telephone Company through the use of separate trunk groups, the LEC shall keep sufficient detail from which the Telephone Company can verify that only that LEC's intraLATA POTS traffic is terminated on the LEC's trunks purchased out of this tariff.
 - 1. Such detail must be retained for a period of at least one prior year, and upon request of the Telephone Company or its authorized agent the LEC shall make such records available for inspection. The LEC shall supply the data within 30 calendar days of the Telephone Company request.
 - 2. Such a request will be initiated by the Telephone Company no more than once every six months, except that when the LEC's terminating traffic increases by greater than 75% from the prior month, the Telephone Company may request an immediate review.
- C. If the LEC fails to demonstrate the accuracy and reasonableness of its traffic routing upon review, the Telephone Company may determine the rates that should have been applied and may backbill or credit the LEC based upon those factors. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period. Interest will not apply to credited amounts.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.8 Responsibility of the LEC (Cont'd.)

5.8.3 2 Way MPA RTET and 2 Way MPB RTET

- A. The LEC will issue all orders for establishment of new groups, and augmentation of existing groups.
- B. The LEC will respond to a request to add new or augment existing trunk groups.
- C. The LEC will accept standard intervals for trunk installation.
- D. The LEC will ensure that trunk quantities will be based on instructions from the Telephone Company.
- E. The LEC will be available for quarterly meeting or conference call to review trunking configurations.
- F. The LEC will provide a contact name and telephone number for trunking questions that may arise between forecasts.
- G. After the conversion of the existing trunk groups to 2 Way MPA or B RTET, the LEC will be responsible to disconnect the remainder of their non-converted trunks in the original trunk groups. If the non-converted trunks are not disconnected, the Telephone Company will discontinue those non-converted trunks after 60 days of the original date of the conversion.
- H. The LEC will provide a quarterly forecast for a two year period of all trunking including two way trunks at the end office or access tandem.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.9 Joint Responsibility

5.9.1 2 Way MPA RTET and 2 Way MPB RTET

- A. The LEC and the Telephone Company will jointly determine which trunk groups are to be converted and what quantity of trunks should be used.
- B. The LEC and the Telephone Company will jointly determine new high usage end office trunk groups which the Telephone Company will request when the CCS load from a Telephone Company end office reaches the equivalent of one DS1.
- C. The LEC and the Telephone Company will jointly use the 64 clear channel capability option where available.

5.10 Rating and Rating Schedules

5.10.1 General

- A. A LEC may elect to purchase out of either the MOU schedule or the FR schedule. Election by the LEC of either schedule will not determine the type of interconnection arrangement elected by the Telephone Company when terminating its POTS traffic to the LEC. A LEC's election will apply to all interconnection arrangements provided to that LEC by the Telephone Company on a statewide basis or by CIC code. Once an election is made, it will remain in effect for six months.
 - 1. The charges described herein associated with MOU and FR schedules apply in addition to the rates and charges described in Section 5.11.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.10 Rating and Rating Schedules (Cont'd.)

5.10.2 Minutes of Use (MOU)

- A. MOU is available for one-way terminating POTS traffic for MPA, MPB, MPC, and for two-way terminating POTS' traffic for 2 Way MPA RTET and 2 Way MPB RTET. The MOU schedule is comprised of NRCs, monthly rates and usage charges. There are various rate categories which may apply to eligible and ineligible LECs under the MOU schedule.
1. For MPB arrangements provided under MOU, the LEC must elect either the usage sensitive port option or the dedicated port option.
 2. MOU Usage Rates will apply to all LEC access minutes when terminating usage is to MPA, MPB, MPC, 2 Way MPA RTET or 2 Way MPB RTET arrangements. Usage rates apply on a per access minute basis or on a per call basis.
- B. MPA, 2 Way MPA RTET, 2 Way MPB RTET
1. The per minute of use rate for eligible LECs consists of local switching, intercept and port termination described as follows.
 - a. Local Switching - Provides for the use of Telephone Company end office switching equipment. It provides local dial switching for the exchange of intraLATA POTS traffic.
 - b. Intercept - Provides for the termination of a LEC end user originated call from the Telephone Company end office to a Telephone Company intercept operator or recording at the dedicated intercept network. The operator or recording tells a caller why a call to a Telephone Company end user, as dialed, could not be completed, and if possible, provides the correct number.
 - c. Port Termination - Provides for the connection of the trunk at the end office switch or tandem switch from the point of termination.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.10 Rating and Rating Schedules (Cont'd.)

5.10.2 Minutes of Use (MOU) (Cont'd.)

- B. MPA, 2 Way MPA RTET, 2 Way MPB RTET (Cont'd.)
2. Billing Platform Charge - For 2 Way MPA RTET or 2 Way MPB RTET arrangements, a billing platform charge flat monthly rate also applies. The LEC will pay the appropriate monthly rate based on the quarterly percentage of use for 2 Way MPA RTET and 2 Way MPB RTET arrangements.
- C. MPB - An eligible LEC must select one of the following options.
1. Usage Sensitive Port Option - The per minute of use rate consists of local switching, intercept, and port termination as described in Section 5.10.2C, and common transport which is described as follows.
 - a. Common Transport - Provides for the connection from the Telephone Company tandem switch to the Telephone Company end office switch.
 2. Dedicated Port Option - The per minute of use rate consists of local switching, intercept and common transport. In addition, a flat monthly DS1 port termination rate will apply. The DS1 tandem trunk port termination rate is equal to the rate per DS0 equivalent multiplied by 24 DS0 equivalents per DS1.
- D. MPC - The per minute of use rate for eligible LECs and ineligible LECs consists of local switching and intercept. In addition, the flat monthly DS1 port termination rate will apply to both rate schedules (i.e., FR and MOU).
- E. Ineligible LECs - Under the MPA, MPB, 2 Way MPA RTET or 2 Way MPB RTET arrangements, ineligible LECs will pay the Telephone Company's intraLATA switched access rates and carrier common line rates as set forth in PSC NY No. 3.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.10 Rating and Rating Schedules (Cont'd.)

5.10.3 Flat Rate (FR)

- A. The LEC may use two-way trunks to terminate POTS traffic under the FR schedule. The election of the LEC to use two-way trunks to terminate POTS traffic will not determine the facilities to be used by the Telephone Company to terminate its POTS traffic to the LEC. If the Telephone Company elects to terminate to the LEC by sharing two-way trunk capacity for flat rated trunks, the Telephone Company, with the cooperation of the LEC, will conduct traffic studies of those two-way trunks and the Telephone Company will charge the LEC based on LEC's pro rata share for its terminating POTS traffic.
 - 1. The FR schedule is comprised of NRCs and monthly rates. There are various rate categories which may apply to eligible and ineligible LECs under the FR schedule.
- B. MPA - Eligible and ineligible LECs are subject to a flat monthly DS1 port termination rate that applies to the termination at the LEC's POT in the Telephone Company's end office.
- C. MPB - Eligible and ineligible LECs are subject to a flat monthly DS1 port termination rate that applies to the termination at the LEC's POT in the Telephone Company's wire center of the tandem switch, serving end offices subtending that tandem switch.
- D. MPC - Eligible and ineligible LECs are subject to a flat monthly DS1 port termination rate that applies to the termination at the LEC's POT in the Telephone Company end office. A flat monthly usage charge also applies per DS1.

5.10.4 Minutes of Use (MOU)

- A. Usage is applied on minutes of use basis, for all hours of the day, for one way or two way meet points A, B or C.
 - 1. Usage rates are accumulated over a monthly period.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.10 Rating and Rating Schedules (Cont'd.)

5.10.5 Proportionate Percentage of Use

- A. In utilizing the 2 Way MPA or B RTET arrangements to carry its traffic, the LEC will be responsible for payment of a portion of the appropriate monthly rates associated with the MPA or MPB RTET arrangement. The payment will be based on the LEC's percentage of use of the trunk group.
1. When a 2 Way MPA or B RTET is initially established, the LEC will be responsible for 50% of the applicable monthly rates for the first quarter of the year.
 2. In the second quarter and each quarter thereafter, the percentage of use by the LEC will be calculated by the Telephone Company using actual traffic usage data collected over the preceding three months. The Telephone Company will determine the correct percentages for the LEC in January, April, July and October of each year and notify the LEC with the appropriate percentage of the monthly rate that the LEC is responsible for and obtain the necessary agreement. The data will reflect actual usage accumulated over the preceding three months ending the last day of December, March, June and September. It will serve as the basis for the next three months' billing and will be effective on the bill date in the following month (i.e., March, May, August and November). If the LEC does not have three months worth of usage at the time of the scheduled calculation, the proportionate percentage of use will remain at 50% until the next scheduled calculation.
 - a. The LEC will be responsible for 50% of the appropriate NRCs.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges

5.11.1 General

- A. Ineligible LECs
 - 1. MOU Schedule - Ineligible LECs will pay the Telephone Company's intraLATA switched access rates for the POTS traffic, including carrier common line rates as set forth in PSC NY No. 1.
 - 2. FR Schedule - The rates for ineligible LECs set forth in Section 9.2 will apply.
- B. If it is determined that only a portion of the traffic from a LEC is qualified for the eligible rates and the remainder of the traffic is subject to the Telephone Company's normal switched access service or ineligible rates, the Telephone Company will prorate the charges from the appropriate tariffs.
- C. When the LEC uses combined trunk groups the rates and charges described in this tariff will only apply to the POTS traffic of the LEC. The POTS traffic will be determined based on the provision of records data provided, as described in Section 5.8.1.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges

5.11.1 General (Cont'd.)

D. Dedicated Transport

1. Mileage - Dedicated transport when provided by the Telephone Company is subject to fixed and per mile monthly rates by interface groups. Mileage to be used to determine the dedicated transport fixed and per mile monthly rates is calculated on the airline distance between the end office or access tandem where the call carried originates or terminates and the serving wire center of the LEC's premises. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NECA Tariff FCC No. 4. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage. Multiply the mileage by the appropriate per mile rate. The amount to be billed shall be the product of this calculation plus the fixed rate.
 - a. When the V&H coordinates of the LEC's premises and the Telephone Company end office or access tandem are the same, the dedicated transport per mile rate element does not apply. The dedicated transport fixed rate always applies.
 - b. The rates associated with the individual arrangement also apply.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.1 General (Cont'd.)

- E. Entrance Facility-A recurring monthly rate applies per DS1 entrance facility ordered. A fixed monthly rate and a per $\frac{1}{4}$ mile monthly rate apply per DS3/STS-1 entrance facility ordered.
 - 1. Mileage - DS3 and STS-1 entrance facilities are subject to fixed and per $\frac{1}{4}$ mile monthly rates. Mileage is calculated based on the airline distance between the LEC premises and the serving wire center of the LEC premises. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NECA Tariff FCC No. 4. If the calculation results in a fraction of a $\frac{1}{4}$ mile, always round up to the next whole $\frac{1}{4}$ mile before determining the mileage. Multiply the mileage by the appropriate per $\frac{1}{4}$ mile rate. The amount to be billed shall be the product of this calculation plus the fixed rate.
- F. Monthly Rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature or basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.
- G. CCSA STP
 - 1. Mileage for the CCSA STP signaling link is calculated on an airline basis, between the LEC's SPOI and the Telephone Company STP using the V&H coordinates method. To determine the rate to be billed, first compute the mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage. Multiply the mileage by the appropriate STP signaling link per mile rate. The amount to be billed shall be the product of this calculation plus the STP signaling link fixed rate

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.2 Convergent Traffic

- A. Convergent traffic rates are associated with separate rates which reflect removal of vertical feature costs. The rates which reflect removal of vertical feature costs will become effective only to the extent the PSC so orders. If and when they do become effective, each such rate will replace the rate with which it is associated.
- B. Exchange Ratio - Convergent traffic rates are modified rate levels which may be applicable where the exchange ratio is greater than 3:1. The exchange ratio shall be computed based on the most recent three months of available data. The exchange ratio for the paying carrier purchasing service under this tariff from the Telephone Company means the ratio of the following.
 - 1. Numerator - The number of minutes of use delivered by the paying carrier to the Telephone Company that are subject to the compensation provisions of Section 5.
 - 2. Denominator - The number of minutes of use delivered by the Telephone Company to the paying carrier, that would be subject to the compensation provisions of this tariff if they had been delivered by the paying carrier to the Telephone Company.
- C. Where either the paying carrier or the Telephone Company has elected the FR schedule, the number of minutes used in the exchange ratio numerator (i.e., if the FR schedule has been elected with respect to the traffic delivered to the Telephone Company) or the exchange ratio denominator (i.e., if the FR schedule has been elected with respect to the traffic delivered to the paying carrier) shall be estimated based on the total number of end office and tandem DS1 port terminations. The assumed minutes of use for an end office DS1 port termination shall be 144,000 per month and the assumed minutes of use for a tandem DS1 port termination shall be 180,000 per month.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.2 Convergent Traffic (Cont'd.)

- D. If the exchange ratio is greater than 3:1, then the convergent traffic rates, where such rates are specified, shall apply to all minutes (or assumed minutes) in excess of three times the exchange ratio denominator, and the non-convergent traffic rate shall apply to all other minutes, unless otherwise authorized pursuant to the PSC's Opinion and Order No. 99-10, issued in Case No. 99-C-0529.

5.11.3 Moves

- A. A change in the physical location of the point of interface at the LEC's premises where the LEC purchases dedicated transport from the Telephone Company, or a change in the physical location of the LEC's POT constitutes a move. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
1. Moves Within the Same Building - When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half of the NRC for the capacity affected.
 2. Moves to a Different Building - Moves to a different building will be treated as a discontinuance and start of service and all associated NRCs will apply
- B. Moves or changes of the POT at LEC's request, subsequent to the initial installation of the LEC Services will be treated as new installations and disconnection and connection charges will apply.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.4 Administrative Changes

- A. The following administrative changes are subject to the administrative NRC.
1. Change of LEC name
 2. Change of LEC location address when the change of address is not a result of a physical relocation of equipment
 3. Change in billing date (name, address, or contact name or telephone number)
 4. Change of agency authorization
 5. Change of LEC circuit identification
 6. Change of billing account number
 7. Change of factors provided

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.5 Service Connections

- A. All changes to existing services that are not administrative changes will be treated as a discontinuance of the existing service and an installation of a new service. Service order charge, central office (“C.O.”) wiring and provisioning NRCs will apply for this work activity. Service order charge, C.O. wiring and provisioning NRCs apply to each LEC switched service installed. One service order charge will apply when a DS1 port, entrance facility and dedicated transport are requested on one order in addition to the applicable C.O. wiring and provisioning NRCs.
1. The Service Order Charge applies per MPA/MPB/MPC service request. The service order charge includes the cost for order placement and issuance provided by the Telephone Company.
 2. The Central Office Wiring Charge applies when wiring is required in the central office. In addition, a service order charge and provisioning charge will apply.
 3. The Provisioning Charge for LEC switched service applies for all LEC switched services requested at the same time between the same two locations for the same due date. Each subsequent request will be assessed an additional LEC service order charge. In addition, a central office wiring charge applies

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.6 Service Requirements

- A. Change from LEC MPA Arrangement to a MPB Arrangement - No charge shall apply for the LEC requested rearrangement as long as the following conditions are met.
 - 1. MPB arrangement was not available to the LEC at the time of LEC interconnection.
 - 2. The LEC was providing service in the relevant area prior to the availability of MPB arrangement.
 - 3. The LEC requested the rearrangement of its trunks from MPA arrangement to MPB arrangement within six months of the first availability of MPB arrangement in that area.
 - 4. The LEC orders, as MPB arrangement, the equivalent capacity to replace the MPA arrangement trunks.
- B. If the LEC converts the 2 Way MPA or B RTET arrangement to a MPA or B arrangement, 50% of the service charge will apply.
- C. If the LEC converts the MPA or B arrangement to a 2 Way MPA or B arrangement, 50% of the service charge and the billing platform configuration will apply.

5.11.7 Change of Rate Schedule Election

- A. For a new election of rate schedule from the MOU schedule to the FR schedule or from the FR schedule to the MOU schedule, the change of rate schedule election charge will apply

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.8 Expedited Orders

A. When the Telephone Company agrees to provide service on an expedited basis, the following NRCs will apply in lieu of the standard (non-expedited) NRCs.

1. Expedited Service Order Charge
2. Expedited Central Office Wiring Charge
3. Expedited Provisioning Charge
4. Expedited Manual Surcharge

a. This NRC does not apply for 2 Way MPA RTET or 2 Way MPB RTET

5.11.9 Manual Surcharge

The manual surcharge applies when the mechanized interface is not used to place the order.

A. For 2 Way MPA or MPB RTET arrangements, the manual surcharge is not applicable

5.11.10 LEC Not Ready

When a LEC requests the dispatch of a Telephone Company technician to a LEC premises and the trouble is not with the Telephone Company, the LEC is not ready, or the technician cannot gain access to the premises, the LEC not ready NRC applies

5.11.11 Billing Platform Configuration

An NRC applies to recover the cost of installing and maintaining the platform necessary for the delivery of two way trunks with usage measurements in the network. This NRC is incurred for each addition of two-way trunk group(s).

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 5 - LEC SWITCHED SERVICE (CONT'D.)

5.11 Application of Rates and Charges (Cont'd.)

5.11.12 Duplicate Bills

NRCs apply per bill and are based on the type of media requested (e.g., paper, CD rom, magnetic tape, magnetic cartridge, diskette).

5.11.13 Time and Material Charges

Labor Rates - When employees of the Telephone Company perform necessary work activities, the time charged is calculated using labor rates (NRCs) contained in Section 9.2.

A. A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

5.11.14 Other Miscellaneous NRCs

Services such as additional cooperative testing are available as provided under PSC NY No. 1, and when provided by the Telephone Company, are subject to rates and charges contained in PSC NY No. 1.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 6 - OPTIONAL FEATURES/SERVICES

6.1 Description

Local transport optional features, which are available at the option of the LEC, are provided where transmission facilities permit. Rates and charges for services described herein are contained in Section 9.3.

6.1.1 64 Kbps Clear Channel Capability (64CCC)

64 CCC provides a B8ZS encoding technique that allows a customer to transport voice or data signals over a 64 kbps channel with no constraint on the quantity or sequence or ones (mark) and zero (space) bits. The derived 64 kbps clear channels support superframe or extended superframe formatting. This non-chargeable feature requires the use of Interface Group 6 or 9 and is required for originating or terminating 64 kbps calls to an ISDN. 64CCC is available in suitably equipped electronic end offices as specified in NECA Tariff FCC No. 4.

6.1.2 Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the LEC to meet its signaling capability, the LEC may order an optional supervisory signaling arrangement for each transmission path provided for Interface Group 6

6.1.3 Multiplexing Arrangements

- A. Multiplexing converts 44.763 Mbps (DS3) transmission channel into twenty-eight 1.544 Mbps (DS1) channels.
1. A monthly rate for a multiplexer at each location where the multiplexing function is performed will apply.
 2. In addition to the multiplexing charge, the applicable SAC, IAC or dedicated transport will apply.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 6 - OPTIONAL FEATURES/SERVICES (CONT'D.)

6.1 Description (Cont'd.)

6.1.4 Charge Number (CN)

- A. CN provides for the automatic transmission of the 10-digit billing number of the calling station number and originating line information. This feature is provided for digital interface, and is available when passed through by the originating carrier and any intermediate carriers. The information digits shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for the services directly related to the originating subscriber's call or transaction.
 - 1. The information provided shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.
- B. Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for purposes other than the following.
 - 1. Performing the services or transactions that are the subject of the originating subscriber's call.
 - 2. Ensuring network performance security, and the effectiveness of call delivery.
 - 3. Compiling, using and disclosing aggregate information.
 - 4. Complying with applicable laws.
- C. The preceding restrictions shall not prevent the subscriber to the CN feature from using information acquired from a CN feature, such as the telephone number and billing information or information derived from analysis of the characteristics for calls received through the CN feature, to offer a product or services that is directly related to the products or services previously purchased by a customer of the CN feature subscriber.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 6 - OPTIONAL FEATURES/SERVICES (CONT'D.)

6.1 Description (Cont'd.)

6.1.5 Calling Party Number (CPN)

- A. CPN provides for the automatic transmission of the calling party's ten digit telephone number to the LEC's premises for calls originating in the LATA or from the LEC's premises for calls terminating in the LATA. When the Telephone Company receives the number from the originating switch, it will be passed through to the subsequent carrier. The ten digit telephone number consists of the NPA plus the seven digit telephone number as the calling station's charge number.
- B. CPN is provided with a digital interface.
- C. The CPN parameter may not be modified by the LEC. When CPN is included within an SS7 initial address message, the interconnecting network may not alter the information received within this parameter. This includes the setting of the CPN address presentation restriction indicator. When CPN is to be transmitted to another switch in the call path, this information element must be transmitted as received.

6.1.6 Transactional Capabilities Application (TCAP)

SS7 TCAP messages support non-circuit related information transfer between signaling nodes. TCAP provides a generic framework protocol for remote operations

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 6 - OPTIONAL FEATURES/SERVICES (CONT'D.)

6.1 Description (Cont'd.)

6.1.7 Tandem Subtending Arrangements (TSA)

- A. At the LEC's option, the LEC may subtend the Telephone Company access tandem(s). The Telephone Company will provide separate trunk terminations to the LEC at Telephone Company access tandems for the origination and termination of carrier access calls between an interexchange carrier and a LEC. These calls will be billed under appropriate sections of either PSC NY No. 3 or the Choice One Companies FCC Tariff No. 3 when more than one exchange telephone company is involved depending on the jurisdiction of each call.
- B. The Telephone Company will determine the appropriate serving access tandem for the origination and termination of carrier access calls based on the NPA-NXX of the LEC's end user.
- C. Responsibility of the Telephone Company
 - 1. The Telephone Company will provide recording service in association with TSA when it provides SSP functions to the LEC or makes terminating access records. Recording service includes recording of call details, assembly, editing, formatting, and sorting of detailed call records and transmission of these call records to the LEC in the standard industry format via first class US Mail, by magnetic tape or other suitable transmission medium mutually agreed to by the LEC and the Telephone Company.
 - 2. The Telephone Company will provide ongoing support to the LEC in investigating claims or reconciling recorded information in routine record tracking.
 - 3. In the absence of gross negligence or willful misconduct, no liability for damages to the purchasing LEC shall attach to the Telephone Company for its action or conduct of its employees in providing recording service.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 6 - OPTIONAL FEATURES/SERVICES (CONT'D.)

6.1 Description (Cont'd.)

6.1.7 Tandem Subtending Arrangements (TSA) (Cont'd.)

D. Responsibility of the LEC

1. The LEC must provide the Telephone Company with the V&H coordinate location of each NPA–NXX for which the LEC requests TSA.
2. The LEC must establish separate trunk groups for traffic handled under TSAs. Separate trunk groups under TSA may be arranged on the same DS1 facility only when the total capacity required by the LEC for its total traffic at that access tandem does not exceed the DS1 level. It is the LEC's responsibility to order trunks for this arrangement. The Telephone Company will work with the LEC to help determine, install and test the trunks for this purpose.
3. The LEC must provide a summary of call detail records in standard EMR industry format to the Telephone Company for calls exchanged or completed under these arrangements which are recorded at their switches.
4. A LEC must update industry documents (e.g., LERG) to reflect such an arrangement after the Telephone Company's concurrence.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 7 - ORIGINATING 800 SERVICE

7.1 Description

Rates and charges for services described herein are contained in Section 9.4.

7.1.1 General

A. Originating 800 service is available with MPA or MPB arrangements, at suitably equipped SSP locations as listed in the LERG and described in TR-TSV-000905. Originating 800 service allows a LEC's 800 customer to receive calls from the Telephone Company's end users in the same LATA when the Telephone Company is able to translate its end user's dialed 800 number into a seven or ten digit POTS number (NPA-NXX-XXXX format) associated with that LEC's served NXXs in the same LATA.

B. The Telephone Company will provide the LEC with an SSP record for each completed 800 call in the standard industry format

7.2 Application of Rates and Charges

7.2.1 Description

A. The FR or MOU schedule charges apply and are in addition to the following charges.

1. 800 Database Query - A per query charge applies.

2. 800 Call Record Processing - A per record charge applies.

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES

8.1 Surcharges and Other Taxes

8.1.1 State Excise Tax/Gross Revenue Tax Recovery Surcharges

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Gross Revenue Tax Surcharge:		
	10/1/98-12/31/99 - Resold services	8%
	10/1/98-12/31/99 - All other services	4.3%
	01/1/00-6/30/00 - Resold services	8%
	01/1/00-6/30/00 - All other services	3.5%
	07/1/00 and beyond - Resold services	4%
	07/1/00 and beyond - All other services	3.1%

8.1.2 Metropolitan Commuter Transportation District Tax

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
MTA Tax Surcharge:		
	10/1/98 and beyond- Resold services	1%
	10/1/98 and beyond - All other services	7%

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service

8.2.1 Combined Traffic/Provision of Records

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Combined Trunk Call, Record Received and Bill Processing	Monthly - Per CIC - Note: Time and Materials charges apply	See Note

8.2.2 Minutes of Use (MOU) Schedule

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Meet Point A and 2 Way MPA RTET:	Eligible LECs - All hours of the day - Per Minute of use:	\$.001069
Meet Point B:	Eligible LECs - Usage sensitive port - Non-convergent -All hours of the day - Per Minute of use:	\$.002893
	Eligible LECs - Usage sensitive port - Convergent -All hours of the day - Per Minute of use:	\$.001069
	Eligible LECs - Dedicated port - Monthly - Per DS1 tandem port termination:	\$155.67
	Eligible LECs - Dedicated port - Non-convergent - All hours of the day - Per Minute of use:	\$.002323
	Eligible LECs - Dedicated port - Convergent - All hours of the day - Per Minute of use:	\$.001069

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.2 Minutes of Use (MOU) Schedule (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Meet Point B (cont'd.)	Ineligible LECs - Note: The Telephone Company's intraLATA switched access rates and carrier common line rates set forth in PSC NY No. 3 apply.	See Note
2 Way MPB RTET	Eligible LECs - Non-convergent -All hours of the day - Per Minute of use:	\$.002893
	Eligible LECs - Convergent -All hours of the day - Per Minute of use:	\$.001069
	Ineligible LECs - Note: The Telephone Company's intraLATA switched access rates and carrier common line rates set forth in PSC NY No. 3 apply.	See Note
Meet Point C	Eligible LECs - All hours of the day - Per Minute of use:	\$.000698
	Ineligible LECs - All hours of the day - Per Minute of use:	\$.000698
	DS1 Port Termination - Monthly - Eligible and ineligible LECs are also subject to the monthly per DS1 port termination rates specified in Section 9.2.3	See Note

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.2 Minutes of Use (MOU) Schedule (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Billing Platform Charge:	Monthly - Per DS0 2 Way MPA RTET/ 2 Way MPB RTET	\$2.95
	Monthly - Per DS1 2 Way MPA RTET/ 2 Way MPB RTET	\$70.80
	Monthly - Per DS3 2 Way MPA RTET/ 2 Way MPB RTET	\$1,982.40

8.2.3 Flat Rate (FR) Schedule

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Meet Point A	Eligible LECs - Monthly - Per DS1 port termination	\$148.16
	Ineligible LECs - Monthly - Per DS1 port termination	\$4,060.80
Meet Point B	Eligible LECs - Non-convergent - Monthly - Per DS1 port termination	\$501.29
	Eligible LECs - Convergent - Monthly - Per DS1 port termination	\$148.16
	Ineligible LECs - Monthly - Per DS1 port termination	\$5,076.00

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.3 Flat Rate (FR) Schedule (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Meet Point C	Eligible LECs - Monthly - Per DS1 port termination	\$102.40
	Eligible LECs - Monthly - Per DS1 (usage)	\$100.51
	Ineligible LECs - Monthly - Per DS1 port termination	\$102.40
	Ineligible LECs - Monthly - Per DS1 (usage)	\$100.50

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.4 Entrance Facility and Dedicated Transport

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
DS1 Entrance Facility	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Monthly	\$102.75
DS3 Entrance Facility	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Fixed - Monthly	\$801.75
	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Per ¼ Mile - Monthly	\$6.38
STS1-1 Entrance Facility	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Fixed - Monthly	\$798.90
	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Per ¼ Mile - Monthly	\$6.38
DS1 Dedicated Transport Mileage	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Fixed - Monthly	\$54.72
	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Per Mile - Monthly	\$2.05
DS3 Dedicated Transport Mileage	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Fixed - Monthly	\$711.09
	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Per Mile - Monthly	\$15.21

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.4 Entrance Facility and Dedicated Transport (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
STS-1 Dedicated Transport Mileage	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Fixed - Monthly	\$711.95
	MPA, MPB, MPC 2 Way MPA RTET, 2 Way MPB RTET - Per Mile - Monthly	\$15.23

8.2.5 Administrative Changes

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Administrative Changes	NRC Per Change - Per DS1 Trunk	\$8.55

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.6 Service Connection

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Service Order Charge	NRC - Per End Office Trunk Port	\$9.01
	NRC - Expedited - Per End Office Trunk Port	\$13.99
	NRC - Per Tandem Trunk Port	\$9.01
	NRC - Expedited - Per Tandem Trunk Port	\$13.99
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS1 Entrance Facility	\$61.63
	NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS1 Entrance Facility	\$95.67
	NRC - Per MPA, MPB, MPC, and 2 Way MPA/MPB RTET DS1 Dedicated Transport	\$61.63
	NRC - Expedited - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS1 Dedicated Transport	\$95.67
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS3 Entrance Facility	\$61.63
NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS3 Entrance Facility	\$95.67	

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.6 Service Connection (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Service Order Charge (cont'd.)	NRC - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS3 Dedicated Transport	\$61.63
	NRC - Expedited - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS3 Dedicated Transport	\$95.67
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET STS-1 Entrance Facility	\$61.63
	NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET STS-1 Entrance Facility	\$95.67
	NRC - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET STS-1 Dedicated Transport	\$61.63
	NRC - Expedited - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET STS-1 Dedicated Transport	\$95.67

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.6 Service Connection (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Combined Central Office Wiring Charge and Provisioning Charges	NRC - Per End Office Trunk Port	\$557.39
	NRC - Expedited - Per End Office Trunk Port	\$723.72
	NRC - Per Tandem Trunk Port	\$493.96
	NRC - Expedited - Per Tandem Trunk Port	\$660.70
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS1 Entrance Facility	\$144.10
	NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS1 Entrance Facility	\$208.26
	NRC - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS1 Dedicated Transport	\$144.10
	NRC - Expedited - Per MPA, MPB and 2 Way MPA/MPB RTET DS1 Dedicated Transport	\$208.26
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS3 Entrance Facility	\$204.56
NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET DS3 Entrance Facility	\$280.07	

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.6 Service Connection (Cont'd.)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Combined Central Office Wiring Charge and Provisioning Charges (cont'd.)	NRC - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS3 Dedicated Transport	\$204.56
	NRC - Expedited - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET DS3 Dedicated Transport	\$280.07
	NRC - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET STS-1 Entrance Facility	\$204.56
	NRC - Expedited - Per MPA, MPB, MPC, 2 Way MPA/MPB RTET STS-1 Entrance Facility	\$280.07
	NRC - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET STS-1 Dedicated Transport	\$204.56
	NRC - Expedited - Per MPA, MPB, MPC and 2 Way MPA/MPB RTET STS-1 Dedicated Transport	\$280.07

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.7 Change of Rate Schedule Election

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Change of Rate Schedule Election	NRC - Per DS1 Trunk	\$10.00

8.2.8 Manual Surcharge

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Manual Surcharge	NRC - Per Order	\$69.39
	NRC - Expedited - Per Order	\$107.70

8.2.9 LEC Not Ready

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
LEC Not Ready	NRC - Per Occurrence	\$73.10

8.2.10 Billing Platform Configuration

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Billing Platform Configuration	NRC - Per Trunk Group	\$57.37

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.2 LEC Switched Service (Cont'd.)

8.2.11 Duplicate Bills

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Duplicate Bills	NRC - Paper - Per Bill	\$16.72
	NRC - CD Rom - Per Bill	\$29.63
	NRC - Magnetic Tape - Per Bill	\$26.53
	NRC - Magnetic Cartridge - Per Bill	\$26.93
	NRC - Diskette - Per Bill	\$17.13

8.2.12 Time and Materials Charges

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Labor Rates	Service Representative - Per hour or fraction thereof	\$40.04
	Technician Field - Per hour or fraction thereof	\$42.42
	Technician C.O. - Per hour or fraction thereof	\$47.39

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.3 Optional Features/Services

8.3.1 Multiplexing Arrangements

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
STS-1/DS3 to DS1	NRC - Service Order Charge - Per arrangement	\$61.63
	NRC - Expedited - Service Order Charge - Per arrangement	\$95.67
	NRC - Combined Central Office Wiring Charge and Provisioning Charge - Per arrangement	\$258.92
	Monthly	\$448.44

8.3.2 Tandem Subtending Arrangements (TSA)

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Processing	Per Record	\$0.004147
Data Transmission	Per Record	\$0.000117
Magnetic Tape	Per Tape	\$20.12

NETWORK INTERCONNECTION SERVICES TARIFF

SECTION 8 - RATES AND CHARGES (CONT'D.)

8.4 Originating 800 Service

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
800 Database Query	Per Query	\$0.000133
800 Call Record Processing	Per Record Processed	\$0.01150