

**5. MISCELLANEOUS SERVICES**

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**ISSUED:** December 14, 2011  
**EFFECTIVE:** December 29, 2011

**BY:** Kevin Casey  
**TITLE:** Senior Vice President

**5. MISCELLANEOUS SERVICES**

**5.1 [RESERVED FOR FUTURE USE]**

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(D)

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**5.2 SERVICE CHANGE DISPUTE**

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

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### 5.3 ADDITIONAL ENGINEERING

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A. A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR).
- B. Additional engineering time is incurred by the Company to engineer a customer's request for a customized technical specifications package.

The Company will notify the Customer that additional engineering charges, as set forth in 5.6, following, will apply before any additional engineering is undertaken.

### 5.4 MAINTENANCE OF SERVICE

- A. When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service Charge for the period of time from when Company personnel are dispatched to the Customer's location to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- B. The Customer shall be responsible for payment of a Maintenance of Service Charge when the Company dispatches personnel to the Customer's location and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.

In either A. or B., preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

- C. The charges for Maintenance of Service are set forth in 5.6, following.

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**5.5 SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide request from a Customer or prospective customer to develop a bid for any access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. Customers served on a non-tariffed basis for services offered under this Tariff as of the effective date hereof shall be entitled to continue their existing serving arrangements under the same terms and conditions as "special assemblies," but those terms and conditions will not necessarily be available to new Customers when the same service is available under this Tariff. In addition, the Company may from time to time offer promotional or other special discounts to Customers who initiate service within the time contemplated by the promotional or other special discount offer.

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5.6 CHARGES

	NONRECURRING CHARGE	
A. [Reserved for Future Use]		(T)
		(D)
		(D)
B. [Reserved for Future Use]		(T)
		(D)
C. Additional Engineering		
1. Basic Time, normally scheduled working hours, per engineer		
• First 1/2 hour or fraction thereof	\$ 97.00	
• Each additional 1/2 hour or fraction thereof	58.00	
2. Overtime, outside normally scheduled working hours, per engineer		
• First 1/2 hour or fraction thereof	103.00	
• Each additional 1/2 hour or fraction thereof	64.00	

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