

LOCAL INTERCONNECTION SERVICE GUIDE

1. GENERAL

- A. This Service Guide (“Guide”) provides an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered by the applicable Comcast entity. Customers seeking additional information regarding the availability, provisioning or use of Local Interconnection Service are invited to contact the Company’s Carrier Relations group at (215) 286-4113. (C)
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis. (C)
- C. LIS makes it possible for Subscribers to Customers’ services to receive calls that originate on the PSTN and to terminate calls to the public switched telephone network. The service constitutes a local exchange carrier service as defined in 47 U.S.C. §153(26). Where requested, LIS also provides point-to-point transport services. In addition, Company provides telephone numbers, directory listings, emergency calling capabilities, and other LEC services, as requested. In particular, LIS provides Telephone Exchange Services and interexchange calling services, enabling Customers to complete and receive locally-rated and long-distance (both intra-state and interstate) calls to and from end-users on the public switched telephone network and other networks with which Company is interconnected and exchanges traffic. LIS also provides Exchange Access Services pursuant to the terms and conditions of Company’s access service offerings. (D)
(N)
- D. Because of the competitively sensitive nature of the LIS offering, Customers will be required to sign a non-disclosure agreement as part of assessing qualifications and availability of services. Service is contingent on the execution of an agreement between Company and Customer that effectuates the terms and conditions set forth in this guide. (N)

2. DEFINITIONS

- A. “Company” means an affiliate of Comcast Corporation that is a Local Exchange Carrier (LEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS. (C)
(C)
- B. “Customer” means the purchaser of services from Company. Customers may include providers of retail interconnected Voice over Internet Protocol service (VoIP) service, as defined in 47 C.F.R. §9.3, as well as telecommunications carriers. (C)
(C)
- C. “Subscriber” means the end-user customer of Company’s Customer. (C)

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3. DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer’s facilities and the public switched telephone network, and related services described herein. LIS does not provide Subscriber connections. With respect to services provided to interconnected VoIP service providers, LIS does not provide the soft switch, protocol conversion services, or other functionality necessary to serve end-users, all of which must be provided by Customer. (C)
- B. The Company will only accept and deliver Customer’s traffic in time division multiplex (“TDM”) protocol. (C)
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. Upon request for access to numbering resources, Company will assign only geographically appropriate, 10-digit telephone numbers for Customer to reassign to Subscribers. Where available, LIS may also include support for the provision of Emergency (i.e., E-911) calling, telecommunications relay services (711), and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code. (C)

4. USE OF SERVICE *(Sections B-E apply only when the customer is purchasing the VoIP interconnect version of LIS.)* (C)

- A. LIS is provided in accordance with the regulations and rates in this Guide, the Company’s agreements with suppliers of goods and services, interconnection and/or traffic exchange agreements with other LECs, and applicable state and federal law and regulations, including, but not limited to orders issued by regulatory agencies and/or courts of competent jurisdiction (collectively “Company Obligations”). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including preventing Company from providing LIS altogether, the liability of the Company shall be subject to the limitation of liability provisions set forth in Sections 8 and 9 of this Guide. (C)
- (D)

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4. USE OF SERVICE (Cont'd)

- B. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter (“OLIP”) on calls to 8XX telephone numbers, calling party category, charge number, and Automatic Location Identification (ALI), and other information as mutually agreed upon, for all calls. To the extent that failure to provide such information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company’s reasonable costs associated with defending against and/or administering such increased charges, from the Customer. Customer may be charged applicable intrastate terminating access, or the actual cost incurred terminating the traffic, for all traffic lacking required signaling information. Customer’s failure to provide required signaling for more than 10% of traffic for three consecutive months may constitute grounds for termination pursuant to Section 5 with no liability from the Company to the Customer for such termination. (C)
- C. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”). (C)
- D. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. The Company shall be responsible for all appropriate and required intercarrier compensation associated with the origination and termination of Customer’s traffic. Signaling may be generated by Company or Customer as most convenient, except that separate charges for Company-initiated signaling may be assessed. (C)
- E. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers’ physical locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS does not support “nomadic” VoIP services. (C)

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4. USE OF SERVICE (Cont'd)

- F. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval and shall be provisioned on an individual case basis. (C)
- G. The Customer must comply with all applicable state and federal legal requirements ("Legal Obligations"). Customer agrees that failure to comply with Legal Obligations may constitute grounds for termination pursuant to Section 5. (N)
|
(N)

5. TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term. (C)
- B. To limit the real potential for stranded investment, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract in the event of early termination of service by the Customer before the expiration of the Term. Such early termination charges do not constitute a penalty under this Guide but are assessed in order for the Company to fully recover costs associated with providing LIS. (C)
(C)
- C. Discontinuance of Service for Cause
 - 1. Upon nonpayment of any undisputed amounts owing to the Company, the Company may, after giving fifteen business-day prior written notice in writing to the Customer, discontinue or suspend service without incurring any liability. (C)
(C)
 - 2. Upon Customer's violation of any of the other material terms or conditions for furnishing service, including any Legal Obligations, the Company may, by giving fifteen business-day prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. (C)
 - 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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5. TERM AND TERMINATION (CONT'D)

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

4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability. (C)
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges. (D)
7. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

6. SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit orders to activate service for individual Subscribers (each a "subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market and exchange area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

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7. LOCAL NUMBER PORTABILITY

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company’s agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim or government penalty related to or arising out of any Port-In (or request for Port-In) submitted by or on behalf of Company. The Customer shall not request a Port-In in any situation that does not meet the definition of “number portability” contained at 47 C.F.R. §52.21(m). (C)
(C)

- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber (“Port-Out”). The Company will support such third-party Port-Out requests in accordance with the Company’s standard operating procedures, as required by law. (C)

8. EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.

- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber’s address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number. To the extent that LIS is used for the support of interconnected VoIP services, LIS is not intended for the support of “nomadic” services. (C)
(C)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber’s address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company’s network or an interconnecting network; (v) during any period where service to a Customer or Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured. (C)

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8. EMERGENCY 911 SERVICE (CONT'D)

- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in 8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. **LIMITATION OF LIABILITY.** IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 9 OF THIS GUIDE, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

9. LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the duration of the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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9. LIMITATION OF LIABILITY (Cont'd)

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) other telecommunications carriers or third-parties. (C)
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of communications; (C)
10. Any calls not actually attempted to be completed during any period that service is unavailable.

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9. LIMITATION OF LIABILITY (Cont'd)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. (C)

- G. The Company assumes no responsibility for the availability or performance of any telecommunications, cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. (C)
(C)

- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Guide, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.

- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

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10. SERVICE AVAILABILITY

The Company offers Local Interconnection Service where systems and facilities are available or can reasonably be made available.

For purposes of Local Interconnection Service, local calling is offered on a statewide basis.

11. SPECIAL CONSTRUCTION

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. All facilities will remain the property of the Company. Special construction is construction undertaken:

(C)
(C)

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

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12. DIRECTORY LISTINGS

(N)

A. General

1. At the request of the Customer, the Company will assist in the provision of Primary, Non-Published and Non-Listed Directory Services.
2. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer's Subscriber is not impaired.
3. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

B. Primary Listing

1. At the request of the Customer, the Company will arrange for a Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.
2. Published listings are arranged alphabetically and are not intended for special prominence of arrangement. The Company will not be a party to controversies between Customers and their Subscribers that result from the publication of such listings in the directories.

C. Non-Published Service

1. Non-Published telephone numbers are not listed in the directories or directory assistance records available to the general public.
2. Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services.
3. Except as provided above, the Customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the non-published number or the disclosing/non-disclosing of said number to any person.

D. Non-Listed Service

1. Non-Listed telephone numbers are not listed in the directories but are included in directory assistance records available to the general public.

(N)

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12. DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). Charges will be offered to the Customer in writing and on a nondiscriminatory basis. (C)
- B. Local Interconnection Port Rate – Monthly recurring rate for connection of Customer- or Company-provisioned dedicated facility (T-1 or greater) from the Customer's Switch to the Company's gateway. Where the anticipated interstate traffic exceeds a threshold of 10%, the facility is considered interstate and provisioned as such. (C)
- C. Local Interconnection Line Rate – Per line rate assessed on a residential or business basis providing unlimited intrastate calling. (N)
- D. Add or Change Charge – The customer will be assessed a charge for any add or change of a Company service as defined below.
 - 1. Add – The addition of service(s) to existing equipment and/or service(s) at one location.
 - 2. Change – The rearrangement or reclassification of existing service at the same location. (N)
- E. Rates for Interstate and International services associated with LIS are included in the Company's Service Guides posted on the Company's website at www.comcast.com/tariffs.
- F. The charges for LIS may be revised from time-to-time on one month's notice. (N)
- G. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

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13. RATES AND CHARGES

A. Nonrecurring Charges

	NONRECURRING CHARGE	
1. Local Interconnection Service	[1]	
2. Add or Change Charge	\$10.00	(N)

B. Monthly Recurring Charges

	MONTHLY RATE	
1. Directory Listings		(N)
a. Primary Listing		
- Residential	\$0.00	
- Business	0.00	
b. Non-Published Service		
- Residential	\$4.20	
- Business	3.95	
c. Non-Listed Service		
- Residential	\$2.35	
- Business	3.00	(N)
2. Local Interconnection Port		
- Per-T-1	\$1,200.00	
3. Local Interconnection Line Rate [2]		
- Per Residential End User Line	\$17.98	
- Per Business End User Line	26.97	
4. Point-to-Point Transport Service	[3]	(N)

[1] Facilities used in the provision of Local Interconnection Service are constructed to meet customer-determined specifications (type, quantity, timing and/or routing) and are subject to the terms of Special Construction set forth in Section 11.

[2] Includes statewide local calling. (N)

[3] Rates are as set forth for Special Access in the Company's Access Tariff. (N)