

Litigation and Regulatory 5055 North Point Parkway Alpharetta, GA 30022

November 29, 2007

# Transmittal Letter No. 07-01

# VIA E-FILING

Ms. Beth Salak, Director Division of Competitive Markets and Enforcement Florida Public Service Commission Attn: Tariff Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

# RE: <u>Verizon Access Transmission Services: Price List No. 1</u> Deletion of References to Special Access Service, Clean-up of Unnecessary Switched Access Rate Option Language, and Correction to Clerical Errors

Dear Ms. Salak:

MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services ("Verizon Access") is filing with your office the enclosed revisions to its F.P.S.C. Price List No. 1.

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Verizon Access proposes the following revisions and respectfully requests an effective date of December 1, 2007.

- Delete all references to Special Access Service throughout the Price List to eliminate potential confusion among Verizon Access's carrier customers. All of Verizon Access's Special Access services are now provided exclusively via contract, so the continued existence of rates, terms and conditions for that service in the Price List would potentially conflict with a given customer's contract and thus create needless confusion;
- 2) Clean up unnecessary language relating to Switched Access rate options. The Switched Access rate language (Section 7) is being cleaned up to eliminate language referring to rate options as they have not been used for several years and the current rate structure no longer has rate options; and
- 3) Correct minor clerical errors.

If you have any questions regarding this filing, please contact me either at (888) 215-5680 or sandy.chandler@verizonbusiness.com.

Respectively submitted, Sandy Chandler ariff Manager Verizon Business

Enclosure

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# ACCESS SERVICES

# CHECK SHEET

The Title Sheet and Sheets 1 - 66 inclusive of this price list are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original price list in effect on the date indicated.

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12	Original	
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## APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service within the State of Florida by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services (hereinafter "The Company").

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#### 1. DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

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

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

<u>Alternate Access</u>: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special price list if private agreements are permitted by applicable governmental rules.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

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

<u>Common Channel Signaling</u> (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, a Delaware corporation, which is the issuer of this price list.

<u>Conventional Signaling</u>: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

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## 1. DEFINITIONS (Cont.)

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-ofway,etc.).

<u>Presubscription</u>: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC)or Carriers it wishes to access, without an Access Code, for completing interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: For Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

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

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

# 1. DEFINITIONS (Cont.)

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

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

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022

## 2. REGULATIONS (Cont.)

# 2.1 <u>Undertaking of the Company (Cont.)</u>

2.1.8 Special Construction

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

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (e) where installation is on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined as described in Section 7.5.1, following.

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# 2.1.9 <u>Ownership of Facilities</u>

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

## 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FPSC regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the Florida Public Service Commission.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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## 2. <u>REGULATIONS</u>

# 2.3 Obligations of the Customer (Cont.)

2.3.3.3 <u>Jurisdictional Reports Verification</u>: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

2.3.3.3.1 The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

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2. REGULATIONS (Cont.)

## 2.4 Customer Equipment and Channels

2.4.1 In General A Customer may transmit or receive information or signals via the facilities of the Company.

# 2.4.2 Station Equipment

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer 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 impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## 2. REGULATIONS (Cont.)

# 2.5 Payment Arrangements (Cont.)

- 2.5.2 Billing and Collection of Charges (Cont.)
  - 2.5.2.6 <u>Billing Dispute:</u> The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedures. If the customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.
  - 2.5.2.6.1 Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:
    - The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;
    - The type of usage (i.e., originating or terminating);
    - The Company end office where the minutes of use originated or terminated (if applicable);
    - The number of minutes in dispute;
    - The billing account number(s) (BANs) assigned by the Company;
    - The dollar amount in dispute;
    - The date of the bill(s) in question;
    - Circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) should also be provided;
    - Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and, is the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,
      - Any other information necessary to facilitate dispute resolution.

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

2.5.2.6.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

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#### 2. REGULATIONS (Cont.)

#### 2.5 Payment Arrangements (Cont.)

- 2.5.2 Billing and Collection of Charges (Cont.)
  - 2.5.2.6 Billing Dispute Cont.)
    - 2.5.2.6.3 <u>Application of Late Payment Charges and Interest Credits to Disputed Amounts:</u> Any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth in Section 2.5.2.5 preceding. The Company will resolve the dispute and assess interest credits or late payment charges to the Customer as follows:
       2.5.2.6.3.1 If the dispute is resolved in favor of the Company and the Customer
      - 2.5.2.6.3.1 has paid the disputed amount on or before the payment due date no interest credits or late payment charges will apply to the disputed amounts. If the dispute is resolved in favor of the Company and the Customer 2.5.2.6.3.2 has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 2.5.2.5. 2.5.2.6.3.3 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount plus interest at a rate of .0005 percent, compounded daily from the date of payment to the resolution date. 2.5.2.6.3.4 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.
  - 2.5.2.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved. All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connect (as defined in Section 5.3.3.1.1) rate elements as specified in this Price list.

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

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# 2. REGULATIONS (Cont.)

- 2.5 Payment Arrangements (Cont.)
  - 2.5.3 Advance Payments

Where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring charges for the special construction and Recurring Charges (if any) for a period to be set by agreement between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. The advanced payment is due 10 business days following the date the Company confirms acceptance of the order, or on the application date, whichever is late. If the advance payment is not received by such payment date, the order may be cancelled. When the Customer cancels an access service request, the order will be withdrawn. Any advanced payment made will not be credited or refunded.

# 2.5.4 Deposits

- 2.5.4.1 Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may at it's sole discretion require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) an amount in excess of two and one-half twelfths of the estimated charge for the service for the ensuing twelve months; or
  - (b) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's sole discretion, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.4.2 In the Company's sole discretion, a deposit may be required in addition to an advance payment.
- 2.5.4.3 The Company shall pay interest on a deposit at the rate of seven (7) percent per annum. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.
- 2.5.4.4 The charges set forth in this price list for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- 2.5.4.5 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

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## 2. REGULATIONS (Cont.)

## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

## 2.6.1 Credit for Interruptions

- 2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Sandy Chandler Tariff Manager 5055 North Point Pkwy, 2nd FL Alpharetta, GA 30022

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## 2. REGULATIONS (Cont.)

- 2.6 Allowances for Interruptions in Service (Cont.)
  - 2.6.1 Credit for Interruptions (Cont.)

- 2.6.1.3 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.
- 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.2.1 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

Effective: December 1, 2007

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#### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

- 3.1 <u>General</u>: This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.
  - 3.1.1 Ordering Conditions: All services offered under this price list will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

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

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

3.1.2 <u>Provision of Other Services</u>: Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 7.4.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

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#### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

#### 3.2 Access Order

Access Order: An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.3.1.1 and 5.2.3.1.2, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

3.2.1 Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

#### -Standard Interval -Negotiated Interval

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

- 3.2.1.1 <u>Standard Interval</u>: The Standard Interval for Switched Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
- 3.2.1.2 <u>Negotiated Interval</u>: The Company will negotiate a Service Date interval with the Customer when:
  - The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - 2) There is no existing facility connecting the Customer Premises with the Company; or
  - 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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#### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

## 3.2 Access Order (Cont.)

3.2.2 <u>Access Service Request Modifications</u>: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

3.2.2.1 Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

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

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 7.4.2.

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

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 7.4.2, are in addition to any Service Date Charge Charges that may apply.

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#### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

## 3.2 Access Order (Cont.)

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

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

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

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

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this price list will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 7.4.2.

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

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#### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

## 3.2 Access Order (Cont.)

3.2.3 Cancellation of an Access Service Request (Cont.)

Except as stated herein, Cancellation Charges will apply as specified in Section 7.4.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

- 3.2.4 <u>Minimum Period of Service</u>: The minimum period for which Access Service is provided and for which charges are applicable is one month.
  - 3.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
    - (1) A change in the identity of the Customer of record;
    - (2) A move by the Customer to a different building;
    - (3) A change in type of service;
    - (4) A change in Switched Access Service Interface (i.e., DS1 or DS3);
    - (5) A change in Switched Access Service Traffic Type;
  - 3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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# 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

- 3.2.4 Minimum Period of Service (Cont.)
  - 3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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## 5. SWITCHED ACCESS SERVICES (Cont.)

## 5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

5.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Optional Features
- 5.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.7 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).
- 5.2.3.1.1 <u>Direct Connect</u>: The Company will provide Direct Connect between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is Dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

Direct Connect is comprised of a monthly facilities charge and a per minute of use charge.

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#### 5. SWITCHED ACCESS SERVICES (Cont.)

- 5.2 Provision and Description of Switched Access Service Arrangements (Cont.)
  - 5.2.3 <u>Rate Categories (Cont.)</u>
    - 5.2.3.1 (Cont.)
      - 5.2.3.1.2 <u>Tandem Connect</u>: Tandem Connect consists of circuits from the Customer's tandem provider to the Company's Local Switching Center.

Tandem Connect is comprised of a Minutes of Use (MOU) based charge.

# 5.2.3.1.3 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

- 5.2.3.1.4 Switched Access Service Optional Feature
  - 5.2.3.1.4.1 <u>Nonchargeable Optional Features</u>: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, as described in Section 5.5.1, in association with Switched Access Service.

(a) Supervisory Signaling

5.2.3.1.4.2 <u>Chargeable Optional Features</u>: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

(a) 800 Data Base Access Service Basic Query

- (b) Signaling Transfer Point Access
- 5.2.3.1.4.3 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.1.

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## 7. <u>SWITCHED ACCESS RATES</u>

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

- 7.1 There are three types of rates and charges that apply to Switched Access Service. These are monthly Recurring Charges, usage rates and Non-Recurring Charges.
  - 7.1.1 <u>Monthly Recurring Charges</u>: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
  - 7.1.2 Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.
  - 7.1.3 <u>Non-Recurring Charges</u>: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).
    - 7.1.3.1 Installation of Service: Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or Trunk.

# 7.2 Application of Rates

7.2.1 <u>Direct Connect</u>: The Direct Connect rate is assessed based on the total of the monthly facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3, and a per mile rate. The monthly facilities charge will not apply when the Customer's Point of Presence is On-Net. The fixed rate and the per mile rate for Off-Net Customer's will be calculated on an Individual Case Basis.

The Tandem Overflow rates will apply for all Direct Connect usage which overflows to the Access Tandem.

Rates and charges for Direct Connect and Tandem Overflow are set forth in Sections 7.4.4.1 and 7.4.4.1.1, respectively.

7.2.2 <u>Tandem Connect</u>: The Tandem Connect rate is assessed on a per minute of use basis and is applicable to all tandem routed Switched Access Service minutes of use. The rate will vary based on whether the traffic is originating or terminating. Rates and charges are set forth in Section 7.4.4.2 following.

Rates and charges for Tandem Connect are set forth in Section 7.4.4.2.

7.2.3 <u>8XX Number Translation Charge</u>: The 8XX Number Translation Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

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#### 7. <u>SWITCHED ACCESS RATES (Cont.)</u>

7.3 Usage Measurement: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.7.3

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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# 7. <u>SWITCHED ACCESS RATES (Cont.)</u>

# 7.4 Rates and Charges

# 7.4.1 Service Implementation

A. Installation Charge (Per Trunk)

			<u>DS-1</u>	<u>DS-3</u>
			ICB	ICB
7.4.2	<u>Change (</u>	Charges (per order)		
				Per Occurrence
	Α.	Service Date		\$0.00
	B.	Design Changes		\$0.00
	C.	Expedite Charge		\$215.00
7.4.3	<u>Cancellat</u>	ion Charges (Per Order)		\$0.00

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## Access Services

# 7. <u>SWITCHED ACCESS RATES (Cont.)</u>

# 7.4 Rates and Charges (Cont.)

- 7.4.4 Switched Access
  - 7.4.4.1 Direct Connect Charges:

# Facility Charge:

Per DS1

Charges for DS1 are determined on an Individual Case Basis.

Per DS3

Charges for DS3 are determined on an Individual Case Basis.

# Per Minute Charge:

Per Access Minute of Originating Use	Per Access Minute of Terminating Use
\$0.029156	\$0.036673

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#### Access Services

# 7. SWITCHED ACCESS RATES (Cont.)

# 7.4 Rates and Charges (Cont.)

# 7.4.4 Switched Access (Cont.)

# 7.4.4.1 Direct Connect Charges (Cont.):

7.4.4.1.1 Tandem Overflow

Per Access Minute of Originating Use Per Access Minute of Terminating Use

\$0.029156

\$0.036673

## 7.4.4.2 Tandem Connect Charges

Per Access Minute	Per Access Minute	
of Originating Use	of Terminating Use	
\$0.029156	\$0.036673	

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# Access Services

# 7. SWITCHED ACCESS RATES (Cont.)

# 7.4 Rates and Charges (Cont.)

7.4.4 Switched Access (Cont.)

## 7.4.5 Chargeable Optional Features

7.4.5.1	800 Data Base Access Service Basic Query
	Per Querv

\$0.00400

# 7.4.5.2 Signaling Transfer Point Access

Monthly Per Mile	Non-Recurring Per Port	<u>Via Third Party</u>
ICB	!CB	ICB

# Nonchargeable Optional Features Supervisory Signaling \$0.00

# 7.4.7 Feature Group D Optional Features

7.4.7.1 Common Switching Optional Features

Alternate Traffic Routing	\$0.00
Automatic Number Identification	\$0.00
Cut-Through	\$0.00
Service Class Routing	\$0.00
Feature Group D with 950 Access	\$0.00
Signaling System Seven (SS7)	\$0.00
Basic Initial Address Message Delivery	\$0.00
Called Directory Number Delivery	\$0.00
Flexible Automatic Number Identification Delivery	\$0.00

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# 7. SWITCHED ACCESS RATES (Cont.)

# 7.5 <u>Special Construction</u>

7.5.1 Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are to be determined on an individual case basis (ICB).

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