RECEIVED-DOCKETING DIV

2008 APR 21 AM 10: 05

PUCO



205 North Michigan Avenue Suite 1100 Chicago, IL 60601

April 18, 2008

VIA FEDERAL EXPRESS

Ms. Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, OH 43215-3793

RE: <u>FINAL TARIFF SHEETS: Case No. 08-222-TP-ATA</u>
Verizon Access Transmission Services: Tariff No. 2

Dear Ms. Jenkins:

MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services ("Verizon Access") is filing with your office an original and three (3) copies of final tariff sheets for Case No. 08-222-TP-ATA, per the request of Commission staff.

If you have any questions regarding this filing, please call me at (312) 260-3245 or send me an email at shannon.brown@verizonbusiness.com.

Respectively submitted,

Lhrown

Shannon L. Brown Tariff Manager Verizon Business

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician Date Processed 4.21-05

CHECK SHEET

The Title Sheet and Sheets 1 - 108.1 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	
Title	1 st	
1	8th*	
1.1	3rd*	
1.2	2nd*	
2	4th*	
3	Original	
4	lst*	
2 3 4 5 6 7	1st*	
6	2nd	
7	1st*	(T)
8	Original	'
9	lst*	
10	Original	(T)
11	Original	(, ,
12	Original	
13	1st*	
14	1st*	
15	1st*	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	
26	Original	
27	1st*	
28	Original	
29	Original	
30	lst	
31	2nd	
31.1	1st	
J 1.1	101	

* New or Revised Sheet

Issued: March 4, 2008

CHECK SHEET

Page	Revision	
31.2	1 st	
32	2nd	
32.1	2nd*	
32.2	1st	
33	2nd*	
34	Original	
35	Original	
36	Original	
37	1 st	
38	2nd	
38.1	Original	
39	1st	
40	1st	
40.1	Original	
40.2	Original	
40.3	Original	
40.4	Original	
41	2nd*	
42	1st	
43	1st	
44	1st	
45	Original	
46	Original	
47	1st*	
48	1st*	
49	1 st *	(T)
50	Original	•
51	Original	
52	Original	
52.1	1st*	
53	1st*	
54	1st*	
55	1st*	
56	1st*	(T)
57	lst*	

New or Revised Sheet

Issued: March 4, 2008

CHECK SHEET (Cont.)

<u>Page</u>	<u>Revision</u>
58	lst*
59	1st*
60	1st*
61	1 st*
62	1 st*
63	l st*
64	lst*
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original
71	Original
72	Original
73	Original
74	Original
75	Original
76	Original
77	Original
78	Original
79 .	lst*
80	1st*
81	1st*
82	1st*
83	lst*
84	1st*
85	1st*
86	lst*
87	1st
88	1 st
89	1st
90	2nd*

* New or Revised Sheet

Issued: March 4, 2008

P.U.C.O. No. 2 4th Revised Sheet No. 2 Cancels 3rd Revised Sheet No. 2

ACCESS SERVICES

CHECK SHEET (Cont.)

<u>Page</u>	Revision
91	2nd
92	2nd
93	2nd
94	2nd
95	1st*
96	Original
97	Original
98	Original
99	Original
100	Original
101	Original
102	Original
103	Original
104	Original
105	Original
106	Original
107	Original
108	Original
108.1	Original

* New or Revised Sheet

Issued: March 4, 2008

TABLE OF CONTENTS (Cont.)

			ition of Service	51 51	
			s and Assignments and Communications	51	
3.	ΩĐI	DEDING A	OPTIONS FOR SWITCHED ACCESS SERVICE	53	D
Э.	OK	DEKING (OPTIONS FOR SWITCHED ACCESS SERVICE	33	D
	3.1	General		53	
		3.1.1	Ordering Conditions	53	
		3.1.2	Provision of Other Services	53	
	3.2	Access C	Order	54	
		3.2.1	Access Service Date Intervals	55	
		3.2.2 3.2.3	Access Service Request Modifications	56	
		3.2.3	Cancellation of an Access Service Request	59	
		3.2.4	Minimum Period of Service	60	
4.	RES	SERVED I	FOR FUTURE USE	63	D
					 D
5.	SW	TCHED.	ACCESS SERVICE - Available only to Carriers	65	
٥.	53 47		ACCESS SERVICE - Available only to Carriers	03	
	5.1	General		65	
	5.2	Provision	n and Description of Switched Access		
			Arrangements	65	
		5.2.1	Feature Group D (FGD) Access	65	
		5.2.2	Manner of Provision	66	
		5.2.3	Rate Categories	67	
		5.2.4	Billing Validation Service	71	
		5.2.5	Design Layout Report	72	
		5.2.6	Acceptance Testing	72	
		5.2.7	Ordering Options and Conditions	72	
		5.2.8	Competitive Pricing Arrangements	72	

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 5 Cancels Original Sheet No. 5

ACCESS SERVICES

TABLE OF CONTENTS (Cont.)

5.3	Obligati	ons of Company	73	
	5.3.1	Network Management	73	
5.4	Obligati	ons of the Customer	74	
	5.4.1 5.4.2 5.4.3	Report Requirements Supervisory Signaling Design of Switched Access Services	74 74 74	
5.5	Switche	d Access Optional Features	75	
	5.5.1 5.5.2 5.5.3	Nonchargeable Optional Features Chargeable Optional Features Feature Group D Optional Features	75 75 75	
RE	SERVED	FOR FUTURE USE		D
SW	ITCHED	ACCESS RATES	87	D
	Descript	tion of Rates and Charges nthly Recurring Charges	87 87 87	

6.

7.

7.1.3

Non-recurring Charges

87

P.U.C.O. No. 2 1st Revised Sheet No. 7 Cancels Original Sheet No. 7

ACCESS SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate switched access within the Montgomery, Franklin and Cuyahoga market service area in the State of Ohio; and Interconnection arrangements within the State of Ohio, by MCImetro Access Transmission Services LLC (hereinafter "The Company").

D

The Switched Access, Interconnection and Resale sections are available only to carriers.

D

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 9 Cancels Original Sheet No. 9

ACCESS SERVICES

1. **DEFINITIONS**

Certain terms used generally throughout this tariff 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.

<u>Access Service</u>: Switched Access to the network of a Carrier for the purpose of originating or terminating communications.

D/T

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.

<u>Access Tandem</u>: 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.

Alternate Access: 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 tariff if private agreements are permitted by applicable governmental rules.

<u>Authorized User</u>: 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.

<u>Carrier or Common Carrier</u>: See Interexchange Carrier or Exchange Carrier.

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

<u>Co-Carrier:</u> Any other Telecommunications provider authorized by the Public Utilities Commission of Ohio to provide local exchange service in Ohio.

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 13 Cancels Original Sheet No. 13

ACCESS SERVICES

1. DEFINITIONS (Cont.)

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

D

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

D

D

D

D

D

D

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>PLU (Percent Local Usage)</u>: The percentage of traffic over any transport facilities that is local traffic.

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 14 Cancels Original Sheet No. 14

ACCESS SERVICES

1. DEFINITIONS (Cont.)

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

D D

<u>Premises:</u> The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: 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 both intraLATA toll calls and/or 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.

PUCO: The Public Utilities Commission of Ohio

<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 tariff, 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.

D

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 15 Cancels Original Sheet No. 15

ACCESS SERVICES

1. **DEFINITIONS (Cont.)**

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 tariff. 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 tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

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

<u>Signaling System 7 (SS7)</u>: 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).

<u>Signaling Transfer Point Access</u>: 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 tariff.

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

D |

D

D

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.8 Special Construction (Cont.)

- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

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

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

Issued: March 4, 2008

- 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 PUCO regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the Public Utility Commission of Ohio.
- 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.

D

ACCESS SERVICES

- 2. REGULATIONS (Cont.)
 - 2.3 Obligation of the Customer
 - 2.3.3 Jurisdictional Reporting (Cont.)
 - 2.3.3.5 Jurisdictional Report Verification: (Cont.)

2.3.3.6 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 six months of the Company's receipt of 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.

Issued: March 4, 2008

P.U.C.O. No. 2 2nd Revised Sheet No. 33 Cancels 1st Revised Sheet No. 33

ACCESS SERVICES

2. REGULATIONS (Cont.)

- 2.3 Obligations of the Customer (Cont.)
 - 2.3.3 <u>Jurisdictional Reporting (Cont.)</u>

2.3.3.6

Ď

D

Issued: March 4, 2008

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.3 Advance Payments

D

D

The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's estimated usage charges for the service or facility. In addition, 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. An Advanced Payment will not be required in addition to a deposit.

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 later. If the advanced payment is not received by such payment date, the order may be canceled. 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 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge may be required, in the Company's sole discretion, at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will 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) two months' charges for a service or facility which has a minimum payment period of one month; or
 - (b) the charges that would apply for the minimum payment period 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.

Issued: March 4, 2008

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 tariff 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 tariff. 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.

2.6.1.3

D | D

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 48 Cancels Original Sheet No. 48

ACCESS SERVICES

2. REGULATIONS (C

2.6 Allowances for Interruptions in Service

Ď

D

Issued: March 4, 2008

2. REGULATIONS (Cont.)

2.6 Allowances for Interruptions in Service

2.6.1.4 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 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff 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;

Issued: March 4, 2008

Τ

T

T

T

Τ

T

Т

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.10 <u>Use of Service</u>

2.10.1 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge
for Business Customers when:

- after trouble-shooting by the Company and/or the Customer, including troubleshooting via the Network Interface Device (NID) if one exists, the Customer requests that maintenance personnel visit the Customer's premises, and
- as a result of the visit, the proper functioning of the Company service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a Company service or of Company maintained equipment). This can include, but not be limited to, customer requested dispatches:
 - where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by Company;
 - where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring;
 - to provide Company technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the Company network and is not within any Company contract supported area;
 - to provide Company technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within Company contract supported equipment, network or services; and
 - in which the root cause of a trouble has been proven to be off the Company network and is not within any Company contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

If the customer or the customers vendor does not take the necessary steps to troubleshoot the customers equipment, and the Company is unable to determine, through remote troubleshooting, that the Company service is properly functioning, T the customer will be notified by the Company that the No Fault Found charge may be applicable if the problem is outside the Company's area of responsibility.

The charges are non-recurring, and are charged per visit. Charges are not regulated by the PUCO and are determined by the Company.

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

- 3.1 General: This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.
 - 3.1.1 Ordering Conditions: All services offered under this tariff 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:

- a. 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 tariff 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.

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 54 Cancels Original Sheet No. 54

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

3.1.2 Provision of Other Services (Cont.)

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.

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.

D

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. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

- 3.2 Access Order (Cont.)
 - 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 Standard Interval: 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:
 - 1) 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.

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 56 Cancels Original Sheet No. 56

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

Commencement Date.

D

D

3.2 Access Order (Cont.)

3.2.2 Access Service Request Modifications: 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 Charge 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

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 57 Cancels Original Sheet No. 57

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

3.2 Access Order (Cont.)

3.2.2.1 Service Commencement Date Changes (Cont.)

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 Design Change Charge: 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 Change Charges that may apply.

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

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.

P.U.C.O. No. 2 1st Revised Sheet No. 59 Cancels Original Sheet No. 59

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

- 3.2 Access Order (Cont.)
 - 3.2.2 Access Service Order Modifications (Cont.)
 - 3.2.2.3 Expedited Order Charge (Cont.)

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 tariff 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.

Issued: March 4, 2008

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

- 3.2 Access Order (Cont.)
 - 3.2.3 <u>Cancellation of an Access Service Request (Cont.)</u>

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.

| |-|-|-|-

D

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 Minimum Period of Service: 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;

D D

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 61 Cancels Original Sheet No. 61

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D

- 3.2 Access Order (Cont.)
 - 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.

D D

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

P.U.C.O. No. 2 1st Revised Sheet No. 62 Cancels Original Sheet No. 62

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

D/T

D

D/T

ALL MATERIAL ON THIS SHEET HAS BEEN REMOVED. THE MATERIAL PREVIOUSLY LOCATED ON THIS SHEET CAN BE FOUND ON SHEET NO. 61.

P.U.C.O. No. 2 1st Revised Sheet No. 63 Cancels Original Sheet No. 63

ACCESS SERVICES

4. RESERVED FOR FUTURE USE

D

Ď

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 64 Cancels Original Sheet No. 64

ACCESS SERVICES

4. RESERVED FOR FUTURE USE

D

D

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 79 Cancels Original Sheet No. 79

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Ď

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 80 Cancels Original Sheet No. 80

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Ď

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 81 Cancels Original Sheet No. 81

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Ď

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 82 Cancels Original Sheet No. 82

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Ď

P.U.C.O. No. 2 1st Revised Sheet No. 83 Cancels Original Sheet No. 83

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

. D

D

P.U.C.O. No. 2 1st Revised Sheet No. 84 Cancels Original Sheet No. 84

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Ď

P.U.C.O. No. 2 1st Revised Sheet No. 85 Cancels Original Sheet No. 85

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

Ď

Ď

P.U.C.O. No. 2 1st Revised Sheet No. 86 Cancels Original Sheet No. 86

ACCESS SERVICES

6. RESERVED FOR FUTURE USE

D

Issued: March 4, 2008

P.U.C.O. No. 2 2nd Revised Sheet No. 90 Cancels 1st Revised Sheet No. 90

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges

7.4.1 Service Implementation

A. Installation Charge (Per Trunk)

<u>DS-1</u> <u>DS-3</u>

N/A N/A

D

D

D

7.4.2 Change Charges (per order)

Per Occurrence

D

A. Service Date See Price List

D/T

B. Design Changes

See Price List

D/T

C. Expedite Charge

See Price List

D/T

7.4.3 Cancellation Charges (Per Order)

See Price List

D/T

Issued: March 4, 2008

P.U.C.O. No. 2 1st Revised Sheet No. 95 Cancels Original Sheet No. 95

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.5 Special Construction

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).

D/T

D/T

Issued: March 4, 2008