

## ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 25-126 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 13, 14, 15, 16, 17, 19, 20, 28, 29, and 31 contain all changes from the original tariff that are in effect on the date hereof.

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7-245.3	5th	7-269.1	2nd	7-287.4.1	3rd
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25-3	3rd	25-27	2nd*	25-72	1st
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25-4.1	1st	25-28.1	Original*	25-72.2	1st
25-4.2	Original	25-29	2nd*	25-72.3	1st
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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)#

(A) Payment Plans and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3 and 5-year# Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in Section 6.9.1.1 following.

The minimum service period for DS3 is 12 months.

Additionally, the optional feature, DS3 to DS1 Central Office Multiplexing, is also available on a 3 or 5-year# Term Pricing Plan. When ordered, a 3 or 5-year TPP for the DS3/DS1 multiplexing feature must have the same term period as the associated service, and it is always assigned an expiration date that is coterminous with the associated service.

At the end of a term plan, the customer will not be eligible to receive discounted monthly rates. Non-discounted Month-to-Month rates will apply unless a new TPP is ordered

(T)  
 |  
 (T)  
 (D)

# Effective May 30, 2019, orders for new 5-Year DS3 Service Arrangement TPPs are no longer permitted. The Telephone Company will continue to provide 5-Year DS3 Service Arrangement TPPs pursuant to this Section 6.8.22 on any existing 5-Year DS3 Service Arrangement TPP that is in-service as of May 30, 2019, or any order for 5-Year DS3 Service Arrangement TPP that is placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

- The Telephone Company will continue to provide Existing 5-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)

(C) TPP Termination Without Liability (Cont'd)

(2) Termination Liability will not apply when a customer meets the requirements for DS3 "portability." DS3 Portability is the replacement of a service under a TPP with another service. DS3 Portability requirements are as follows: (D)

- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan. (D)
- The replacement service must be subscribed to a new Term Pricing Plan of equal or greater length to the disconnected plan or the longest term available. (D)
- The orders to accomplish the replacement are placed, in a manner designated by the Telephone Company to associate the orders for purposes of applying this section, on the same day with due dates within 90 days of each other. (C)
- The replacement service is subject to any applicable nonrecurring charges. (D)

If the customer cancels an Access Order which would have otherwise satisfied portability requirements for a discontinued TPP service, termination liability for the discontinued TPP service will apply. (N)

(D) TPP Termination With Liability - Early Termination Provision

For any DS3 term plan services that are terminated prior to the end of the minimum period, the customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement.

- (1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021 (N)

ETP is calculated using either of the following options that provides the customer with the lowest termination liability. (N)

# Service availability limited. Refer to # footnote on Page 6-237.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)

(D) TPP Termination With Liability (Cont'd)

- (1) DS3 Term Pricing Plans established or renewed prior (N)  
 to January 1, 2021 (Cont'd) (N)

Option I

In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

- (2) DS3 Term Pricing Plans established or renewed on or (N)  
 after January 1, 2021

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Section 5.2.5 preceding. (N)

# Service availability limited. Refer to # footnote on Page 6-237.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(C) TPP Termination Liability (Cont'd)

- (3) For DS1 TPPs established or renewed prior to January 1, 2021, the termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge. (C) (C)

(a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

# Service availability limited. Refer to # footnote on Page 6-242.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(b) Option II (Cont'd)

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the longest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

(4) DS1 Term Pricing Plans established or renewed on or after January 1, 2021

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Section 5.2.5 preceding.

(N)  
|  
(N)  
|  
(D)  
|  
(D)

(D) TPP Termination Without Liability

(1) In the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

(2) A request to change to a longer commitment period will nullify the current termination liability. All terms and conditions associated with the new TPP will apply.

# Service availability limited. Refer to # footnote on Page 6-242.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(D) TPP Termination Without Liability (Cont'd)  
 (3) (Cont'd)

- The orders for the disconnect of the existing TPP rate elements and the new connect are received by the Telephone Company at the same time, with due dates within 90 days of each other, and are related together by a Related Purchase Order Number (RPON).
- The total capacity of the service is greater than or equal to the capacity of the discontinued service(s).

(4) DS1 Termination liability will not apply when a customer meets the requirements for DS1 "portability". DS1 Portability is the replacement of a service under a TPP with another service. DS1 Portability requirements are as follows: (D)

- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The replacement service must be subscribed to a new Term Pricing Plan of equal or greater length to the disconnected plan or the longest term available. (N)
- The orders to accomplish the replacement are placed, in a manner designated by the Telephone Company to associate the orders for the purposes of applying this section, on the same day with due dates within 90 days of each other. (C)
- The replacement service is subject to any applicable nonrecurring charges. (D)

If the customer cancels an Access Order which would have otherwise satisfied portability requirements for a discontinued TPP service, termination liability for the discontinued TPP service will apply. (N)

(E) Additions to TPPs

Customers with existing Term Pricing Plans who wish to increase the number of their DS1 services have the following options:

- Subscribe to the additional services under the month-to-month payment plan.
- Subscribe to the additional services under a separate Term Pricing Plan.

# Service availability limited. Refer to # footnote on Page 6-242.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services#(A) Payment Plans# and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3 and 5-year# Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in 7.5.9 following. Although a TPP may include a circuit that is provided only in part under this tariff, the Telephone Company manages a TPP for an individual circuit as a single plan and applies tariffed and detariffed rates, terms and conditions as applicable.

The minimum service period for DS3 is 12 months.

At the end of a term plan, the customer will not be eligible to receive discounted monthly rates. Non-discounted Month-to-Month rates will apply unless a new TPP is ordered.

(T)  
(T)  
(D)

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability for the portion of the circuit provided under this tariff is assessed on Non-Competitive End User Channel Termination rate elements. A customer who downgrades a term plan to shorter duration or disconnects the service will be treated as having terminated the service.

In addition to TPP, a customer may select a Commitment Discount Plan (CDP), subject to the terms and conditions set forth in Section 25.1 following.

# Effective May 30, 2019, orders for new 5-Year DS3 TPPs are no longer permitted. Subject to Section 1.1. preceding, the Telephone Company will continue to provide 5-Year DS3 TPPs pursuant to this Section 7.4.13 on any existing 5-Year DS3 TPP that was in-service as of May 30, 2019, or any order for 5-Year DS3 TPP that was placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

- The Telephone Company will continue to provide Existing 5-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

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ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.4 Rate Regulations (Cont'd)
- 7.4.13 DS3 High Capacity Services# (Cont'd)

(C) Discontinuance Without Liability

A customer may discontinue a 3-year term plan without penalty by entering the same system configuration into a new 3-year term plan prior to the expiration of the plan.

A customer may discontinue a term plan without liability if the service is upgraded (changed to a higher bandwidth/capacity service or to a higher speed service) through aggregation of existing services or service additions, and agrees to a new term plan of equal or greater length. Any additional services or circuits added to make up the upgrade will be subject to all applicable nonrecurring charges.

Termination liability will not apply when a customer meets the requirements for "portability". Portability is the replacement of a service under a DS3 Term Pricing Plan (TPP) with another service. Portability requirements are as follows: (D)

- The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan. (D)
- The replacement service must be subscribed to a new Term Pricing Plan of equal or greater length to the disconnected plan or the longest term available. (D)
- The orders to accomplish the replacement are placed, in a manner designated by the Telephone Company to associate the orders for purposes of applying this section, on the same day with due dates within ninety (90) days of each other. (N)  
 |  
 (C)  
 |  
 (C)  
 |  
 (D)  
 |  
 (D)
- The replacement service is subject to any applicable nonrecurring charges. (D)

If the customer cancels an Access Order which would have otherwise satisfied portability requirements for a discontinued TPP service, termination liability for the discontinued TPP service will apply. (N)  
 |  
 (N)

A request to disconnect DS3 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding. (T)

# Service availability limited. Refer to # footnote on Page 7-197.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services# (Cont'd)(D) Discontinuance With Liability

For service discontinued prior to completion of the minimum service period, the customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement.

- (1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021 (N)  
(N)

ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Option I

- In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

# Service availability limited. Refer to # footnote on Page 7-197.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.13 DS3 High Capacity Services# (Cont'd)

(D) Discontinuance With Liability (Cont'd)

- (1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021 (N)

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

- (2) DS3 Term Pricing Plans established or renewed on or after January 1, 2021 (N)

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation specified in Section 5.2.5 preceding which may be applicable. (N)

(E) Shared Use

DS3 service arrangements in shared use situations must have at least one channel of Special Access service to be billed as a Special Access facility.

# Service availability limited. Refer to # footnote on Page 7-197.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(D) TPP Termination Liability (Cont'd)

- (4) DS1 High Capacity TPPs established or renewed prior to January 1, 2021 and Digital Data Services TPPs

(N)  
|  
(N)

The termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge.

(a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

For services discontinued after the first 12 months of a plan, customers will be liable for 15% of the total monthly charges for the remaining portion of their Term Pricing Plan commitment period.

(b) Option II

For services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full Basic monthly rates and the TPP monthly rates for the period the plan has been in effect.

For services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the services have been in effect the termination liability charge will be the difference between the full Basic monthly rates and the selected TPP monthly rates for the period the plan has been in effect.

# Service availability limited. Refer to # and ## footnotes on Page 7-209.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)

(D) TPP Termination Liability (Cont'd)

- (4) DS1 High Capacity TPPs established or renewed prior to January 1, 2021 and Digital Data Services TPPs (Cont'd) (N)  
|  
(N)

(b) Option II (Cont'd)

- Where there is a TPP period less than the actual time the services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the highest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

- (5) DS1 High Capacity TPPs established or renewed on or after January 1, 2021 (N)

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation specified in Section 5.2.5 preceding which may be applicable.

(N)

(D)

(D)

# Service availability limited. Refer to # and ## footnotes on Page 7-209.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.17 Digital Data and DSL High Capacity Services# (Cont'd)

(E) TPP Termination Without Liability (Cont'd)

- (4) Termination liability will not apply when a DSL High Capacity Service customer meets the requirements for "portability". Portability is the replacement of a service under a TPP with another service. (D)  
 Portability requirements are as follows:
- The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan. (N)
  - The replacement service must be subscribed to a new Term Pricing Plan of equal or greater length to the disconnected plan or the longest term available. (N)
  - The orders to accomplish the replacement are placed, in a manner designated by the Telephone Company to associate the orders for purposes of applying this section, on the same day with due dates within ninety (90) days of each other. (C)  
 (D)
  - The replacement service is subject to any applicable nonrecurring charges. (D)  
 (N)  
 (N)
- If the customer cancels an Access Order which would have otherwise satisfied portability requirements for a discontinued TPP service, termination liability for the discontinued TPP service will apply. (N)  
 (N)
- (5) A request to disconnect DSL High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding. (T)
- (6) A customer may cancel a term plan on its DSL High Capacity Services without penalty in order to include such DSL High Capacity Services in a Commitment Discount Plan (as set forth in Section 25.1 following). (T)

# Service availability limited. Refer to # and ## footnotes on Page 7-209.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.3 Voice Grade Service#

(A) Channel Termination	<u>USOC</u>	<u>Monthly Rates</u>	
- per point of termination			
(1) Payment Plan##			
- Two-Wire			
Basic (month-to-month)			
Price Cap	T6E2X	\$32.72	(I)
3-Year TPP			
Price Cap	TZ4SA	25.03	(I)
5-Year TPP			
Price Cap	TZ4GA	23.00	(I)
- Four-Wire			
Basic			
Price Cap	T6E4X	64.70	(I)
3-Year TPP			
Price Cap	TZ4SB	51.19	(I)
5-Year TPP			
Price Cap	TZ4GB	48.50	(I)

# Service availability limited. Refer to # footnote on Page 7-19.

## Service availability limited. Refer to # footnote on Page 7-222.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3.1 WATS Access Line Service#

	<u>USOC</u>	<u>Monthly Rates</u>	
(A) WATS Access Connection (WAC) -Per point of termination			
Two-Wire Price Cap	X2W/XEE2X	\$ 40.89	(I)
Four-Wire Price Cap	X4W/XEE4X	\$ 81.74	(I)

Nonrecurring Charges

<u>-Per point of termination</u>	<u>First</u>	<u>Additional</u>
-Two-Wire Installation/Charge Price Cap	\$266.72	\$195.50
-Four-Wire Installation/Change Price Cap	\$379.77	\$272.96

# Service availability limited. Refer to # footnote on Page 7-29.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.8 Digital Data Service#

## (A) Channel Termination

- Per point of termination

	USOC	Monthly Rates	Nonrecurring Charges		
			First	Additional	
2.4 kbps Price Cap	TNTM2/T6ECS*	\$154.23			(I)
4.8 kbps Price Cap	TNTM2/T6ECS*	\$171.52			(I)
9.6 kbps Price Cap	TNTM2/T6ECS*	\$188.84			(I)
19.2 kbps Price Cap	TNTM2/T6ECS*	\$205.49			(I)
56.0 kbps Price Cap	TNTM2/T6ECS*	\$228.20			(I)
64.0 kbps Price Cap	TNTM2/T6ECS*	\$240.86			(I)
Installation/Change Price Cap	TNTM2/T6ECS*		\$200.00	\$120.00	

\* Effective January 31, 2002, the 4-wire service associated with the T6ECS/NRBGH USOC is no longer available for new service requests. However, the Company may still use the USOC in instances where the TNTM2/NRBGH USOC cannot be used.

# Service availability limited. Refer to # footnote on Page 7-58.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service

(A) Channel Termination

- Per point of termination

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
(1) <u>Basic Service</u>				
a) <u>Electrical Interface</u>				
1.544 Mbps/DSL				
Rate Zone 1	TMECS	\$248.42		(I)
Rate Zone 2	TMECS	275.10		(I)
Rate Zone 3	TMECS	291.92		(I)
Installation/Change				
Rate Zone 1			\$355.00	\$220.00
Rate Zone 2			355.00	220.00
Rate Zone 3			355.00	220.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3

Rate Zone 1, Month-to-Month

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYFLS	\$2,041.15 (I)	1.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)  
 Rate Zone 2, Month-to-Month

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYFLS	\$2,143.21 (I)	1.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)

Rate Zone 3, Month-to-Month

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYFLS	\$2,245.27 (I)	1.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)  
 Rate Zone 1, Base Rates

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYF8S	\$2,041.15 (I)	1.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)

Rate Zone 2, Base Rates

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYF8S	\$2,143.21 (I)	1.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)  
 - Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)  
 Rate Zone 3, Base Rates

	<u>USOC</u>	Monthly Rate, <u>Per CT</u>	Nonrecurring <u>Charge</u>
Per DS3 CT at each Secondary Premises	TYF8S	\$2,245.27 (I)	1.00

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans(A) 2-year Commitment Period - DDS Price Cap#

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	
2.4 kbps DDS Per Channel Termination	TNJ3X*/TNTT2	\$ 94.76	(I)
4.8 kbps DDS Per Channel Termination	TNJ4X*/TNTT2	112.01	(I)
9.6 kbps DDS Per Channel Termination	TNJ5X*/TNTT2	129.23	(I)
19.2 kbps DDS Per Channel Termination	TNJ6X*/TNTT2	146.51	(I)
56 kbps DDS Per Channel Termination	TNJ7X*/TNTT2	163.71	(I)
64 kbps DDS Per Channel Termination	TNJWX*/TNTT2	180.93	(I)
<u>Nonrecurring Charges</u> <u>- Per Channel Termination</u>			
	<u>First</u>	<u>Additional</u>	
Installation/Change	\$200.00	\$120.00	

\* Effective January 31, 2002, services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used.

# Service availability limited. Refer to # footnote on Page 7-209.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(A) 2-year Commitment Period - DS1

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNJZX	\$211.16		(I)
Rate Zone 2	TNJZX	233.84		(I)
Rate Zone 3	TNJZX	248.13		(I)
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans (Cont'd)(B) 3-year Commitment Period - DDS Price Cap#

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	
2.4 kbps DDS Per Channel Termination	TNJJX*/TNTN2	\$86.18	(I)
4.8 kbps DDS Per Channel Termination	TNJLX*/TNTN2	103.39	(I)
9.6 kbps DDS Per Channel Termination	TNJNX*/TNTN2	112.01	(I)
19.2 kbps DDS Per Channel Termination	TNJQX*/TNTN2	120.64	(I)
56 kbps DDS Per Channel Termination	TNJSX*/TNTN2	127.95	(I)
64 kbps DDS Per Channel Termination	TNJUX*/TNTN2	146.51	(I)
<u>Nonrecurring Charges</u> <u>- Per Channel Termination</u>	<u>First</u>	<u>Additional</u>	
Installation/Change	\$200.00	\$120.00	

\* Effective January 31, 2002, the services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used

# Service availability limited. Refer to # footnote on Page 7-209.  
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(B) 3-year Commitment Period - DS1

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNT3X	\$186.32		(I)
Rate Zone 2	TNT3X	206.33		(I)
Rate Zone 3	TNT3X	218.94		(I)
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(C) 5-year Commitment Period - DDS Price Cap#

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	
2.4 kbps DDS Per Channel Termination	TNJKX*/TNTP2	\$ 77.55	(I)
4.8 kbps DDS Per Channel Termination	TNJMX*/TNTP2	86.18	(I)
9.6 kbps DDS Per Channel Termination	TNJPX*/TNTP2	94.76	(I)
19.2 kbps DDS Per Channel Termination	TNJRJ*/TNTP2	100.39	(I)
56 kbps DDS Per Channel Termination	TNJTX*/TNTP2	104.43	(I)
64 kbps DDS Per Channel Termination	TNJVX*/TNTP2	120.64	(I)
<u>Nonrecurring Charges</u> <u>- Per Channel Termination</u>			
	<u>First</u>	<u>Additional</u>	
Installation/Change	\$200.00	\$120.00	

\* Effective January 31, 2002, services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used.

# Service availability limited. Refer to # footnote on Page 7-209.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(C) 5-year Commitment Period - DS1#

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNT4X	\$161.47		(I)
Rate Zone 2	TNT4X	178.82		(I)
Rate Zone 3	TNT4X	189.75		(I)
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(D) 7-year Commitment Period DS1#

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNT8X	\$149.05		(I)
Rate Zone 2	TNT8X	165.06		(I)
Rate Zone 3	TNT8X	175.15		(I)
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75

# Service availability limited. Refer to ## footnote on Page 7-209.

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability

- (A) Termination liability applies to all services included in the CDP (1) when one or more service types in the CDP are disconnected, cancelled, or terminated prior to the end of the CDP Customer selected commitment period for each such service type; or (2) when all services in the CDP are disconnected, cancelled, or terminated prior to the end of the CDP Customer selected commitment period. The only exceptions to the foregoing shall be:
- (i) termination by the CDP Customer in accordance with Section 25.1.6(C) preceding for which the CDP Customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the CDP Customer terminates another service type not subject to Section 25.1.6(C) preceding, then the CDP Customer shall be subject to termination liability for the other service types in accordance with this section; or
  - (ii) termination by the CDP Customer in accordance with Renewal Options set forth in Section 25.1.8(H) preceding; or
  - (iii) termination by the CDP Customer in accordance with Section 25.1.8(D)(1) preceding in order to extend the commitment period of the CDP; or
  - (iv) termination by the CDP Customer in accordance with Section 25.1.3(C)(6) or (7) preceding in order to consolidate multiple CDPs.
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.1.10 following.
- (C) CDPs established or renewed prior to January 1, 2021 (N)
- There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge, except for IEF services for which termination liability charges shall be calculated using Option 1 only. The Telephone Company will calculate the charge using both methods, and apply the method that produces the lesser termination liability charge.

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

(1) Option 1 Termination Liability Charge Method and Calculation

(a) Under Option 1, the termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 25.1.10 following.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Channel Terminations in service for the ACNA(s) included in CDP since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following:  
(A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise Minimum Commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC which may be applicable.

For example, assume the average rate per equivalent DS0 is \$1, the number of DS0s which comprise the Minimum Commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows:

(((\$1 times 50%) times 10,000 DS0 equivalents) times 24 months = \$120,000)

(c) The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

(2) Option 2 Termination Liability Charge Method and Calculation

(a) Termination liability under Option 2 will be calculated using either Method A or Method B as set forth following.

Method A: Where the CDP Customer has not maintained the service for the lowest available commitment period offered under CDP for a particular service type (e.g., less than two (2) years for Switched Access DS1 service), the termination liability charge will be the difference between (1) the total dollar amount of the full (non-discounted) monthly rates; and (2) the total dollar amount of the discounted monthly rates for the period of time that the plan was in effect.

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed \$10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after eighteen (18) months. Hence, the CDP Customer's termination liability is calculated in accordance with Method A since the customer has not met any CDP commitment for Switched Access DS1 service. The non-discounted monthly rate is \$14,286. This is calculated using the following equation:

$$\$10,000 \text{ divided by } (1 \text{ minus } .30) = \$14,286$$

The CDP Customer would be charged termination liability of \$77,148, which is the difference between \$14,286 (the non-discounted monthly rate) and \$10,000 (the monthly discounted five (5) year rate) for each of the eighteen (18) months the customer was subscribed to CDP.

$$(\$14,286 \text{ minus } \$10,000) \text{ times } 18 \text{ months} = \$77,148$$

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

(2) Option 2 Termination Liability Charge Method and Calculation  
(Cont'd)

(a) (Cont'd)

Method B: Where there is a CDP commitment period for the particular service type that is less than or equal to the actual time the service type under CDP has been in effect, the termination liability charge will be the difference between (1) the total dollar amount of the discounted monthly rates resulting from the highest CDP commitment period that could have been satisfied prior to disconnection of service or cancellation of the plan; and (2) the total dollar amount of the discounted monthly rates resulting from the CDP which was selected by the customer for the period of time that the plan was in effect.

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed \$10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after three (3) years. Hence, the CDP Customer's termination liability is calculated in accordance with Method B since the CDP Customer has not met the three (3) year CDP commitment for Switched Access DS1 service. The discount associated with a three (3) year term for Switched Access DS1 service is twenty percent (20%). The non-discounted monthly rate is \$14,286. This is calculated using the following equation:

$$\$10,000 \text{ divided by } (1 \text{ minus } .30) = \$14,286$$

To determine the monthly rate for the three (3) year period the service was in effect, use the following equation (Z)

$$\$14,286 \text{ times } (1 \text{ minus } 0.2) = \$11,429$$

The CDP Customer would be charged termination liability of \$51,444, which is the difference between \$11,429 (monthly discounted three (3) year rate) and \$10,000 (monthly discounted five (5) year rate) for each of the three (3) years they were subscribed to CDP.

$$(\$11,429 \text{ minus } \$10,000) \text{ times } 36 \text{ months} = \$51,444$$

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

- (C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)
- (2) Option 2 Termination Liability Charge Method and Calculation (M)  
(Cont'd)
- (b) The above steps will be repeated for each service type included in the CDP plan. Upon determining the total termination liability for all service types under Option 2, the Telephone Company will compare the termination liability charge calculated under Option 2 with the termination liability charge calculated under Option 1, and shall apply the method that produces the lesser termination liability charge. For example, if the termination liability charge under Option 1 were calculated at \$120,000 and the termination liability charge calculated under Option 2 (Method B) was \$51,444; the \$51,444 under Option 2 (Method B) would apply.
- (c) For services based on TPP rates, the discount percentage is calculated as one (1) minus the percentage difference between the discounted channel termination rate applied and the month-to-month rate for the channel termination.
- (i) Prior to subtracting the percentage difference from the number one (1), the percentage difference shall be converted to a positive (+) number.
- For example, assume that the month to month TPP rate for Special Access DS1 service is \$100 and that the discounted TPP rate is \$70. The percentage difference is calculated by the following equation:
- $$(70 \text{ minus } 100) \text{ divided by } 100 = -0.3.$$
- (ii) To calculate the discount percentage, the percentage discount -0.3 shall be converted to a positive (+) number prior to subtracting it from number one (1). In this example, the calculation of the discount percentage shall be 1 minus (+0.3) which equals 0.7. (M)

Certain material on this page formerly appeared on 1<sup>st</sup> Revised Page 25-29.

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(D) CDPs established or renewed on or after January 1, 2021

(N)

(1) Termination Liability Charge Method and Calculation

(a) The termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 25.1.10 following.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Channel Terminations in service for the ACNA(s) included in CDP since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following:  
(A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise Minimum Commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC which may be applicable.

For example, assume the average rate per equivalent DS0 is \$1, the number of DS0s which comprise the Minimum Commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows:

(((\$1 times 50%) times 10,000 DS0 equivalents) times 24 months = \$120,000)

(c) The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(N)

Certain material previously found on this page can now be found on Original Page 25-28.1.

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