

ACCESS SERVICE

18. Grandfathered Services

(S)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

Grandfathered DSL services will remain grandfathered indefinitely.

(D)

Grandfathered DSL service is available only in the quantity in service at the time of grandfathering. Once the grandfathered DSL service is terminated, the service will no longer be available to that customer.

Grandfathered DSL service is limited to the locations in service at the time of grandfathering. Grandfathered DSL service may not be moved to a different location. If the customer wishes to move his DSL service to a different location, he must discontinue the grandfathered DSL service at the existing location and obtain a currently offered ADSL service at the new location.

18.2.1 General

Digital Subscriber Line Service (DSL) is a high-speed data access service that uses asymmetrical digital subscriber line technology.

18.2.2 Definitions

- (A) Downstream: the transmission path from the Company's DSL Service Node to the customer's designated premises.
- (B) Asymmetric Digital Subscriber Line (ADSL): an access technology that enables data to be sent over existing copper facilities.
- (C) DSL Service Node: a location designated by the company that serves as an aggregation point for the collection and transport of DSL traffic.
- (D) Upstream: the transmission from the customer's designated premises to Company's DSL Service Node.

(S)

(S) Reissued material originally scheduled to become effective April 2, 2002.

(X) Issued on less than 15 days' notice with changes to material originally scheduled to become effective April 2, 2002 under authority of Special Permission No. 02-045.

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Vice-President Regulatory
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18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

18.2.3 Service Description

(A) DSL is an access service that uses ADSL technology. Data traffic generated by a customer provided modem is transported to the DSL Service Node. From there, the traffic is transported to the customer's service provider.

(1) DSL service can also be offered using microfilters. When microfilters are used, a splitter is not required at the customer premises. Instead of the splitter being installed by a technician, customers self-install in-line and wall mount microfilters on each phone line that has the same phone number as the DSL service.

(B) Five types of DSL service are available based on the upstream and downstream at speed combinations selected by the customer:

- (1) 256 Kbps downstream and 64 Kbps upstream
- (2) 384 Kbps downstream and 128 Kbps upstream
- (3) 512 Kbps downstream and 128 Kbps upstream
- (4) 768 Kbps downstream and 384 Kbps upstream
- (5) 1.5 Mbps downstream and 512 Kbps upstream

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, these data speeds are not guaranteed.

(M1)

(M1)

(M2)

(M2)

(M1) Material moved from page 741.

(M2) Material moved from page 741.1.

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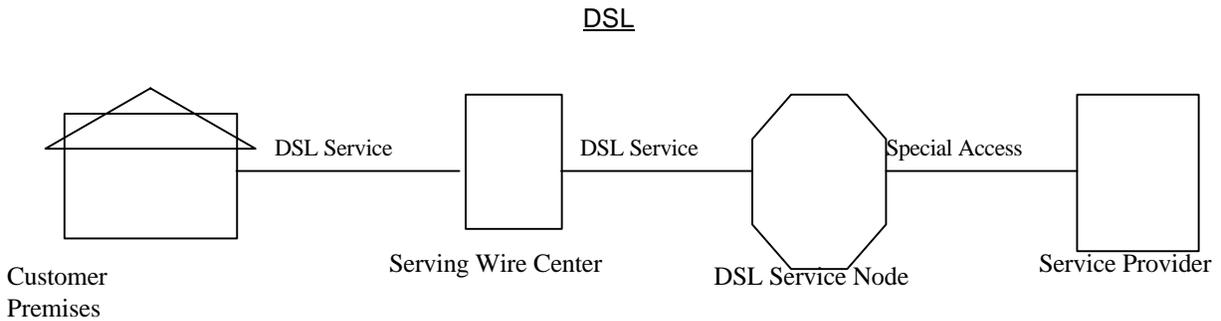
18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

18.2.3 Service Description (Cont'd)

(M1)

- (C) The following diagram provides a generic view of the components of DSL Service, and the manner in which the components are combined to provide a complete service connection, which includes at least one potential service provider arrangement.



(M1)

18.2.4 Terms and Conditions

(M2)

- (A) The Company will provision and maintain DSL Service from the DSL Serving Node to the network interface device (NID) at the customer's designated premises. The customer is responsible for obtaining compatible customer equipment.
- (B) The customer will provide the Company with the necessary information (e.g., customer name and address, service address, serving area, etc.) to provision DSL Service.
- (C) DSL Service will be provisioned over existing Company copper Facilities.

(M2)

(M1) Material moved from page 741.1.

(M2) Material moved from page 741.2.

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18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

(M1)

18.2.4 Terms and Conditions (Cont'd)

- (D) The Company will qualify copper facilities to determine the suitability of such facilities for DSL Service. The Company will not provide DSL Service on copper facilities that are not suitable for the Service.
- (E) The Company will not provide DSL Service if it determines such provision will cause interference with other services.
- (F) DSL Service will be provided subject to availability and limitations of Company's wire centers and outside plant facilities. A list of wire centers capable of providing DSL Service is set forth in subsection 17.3.5 following.
- (G) The Company reserves the right to temporarily interrupt DSL Service for wire center maintenance, software updates and emergency situations.

(M1)

18.2.5 Service Deployment

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Service is currently available in the following Market Areas: Blooming Prairie, MN; Byron, MN; Cannon Falls, MN; Milaca, MN (except Garrison, Isle, and Malmo exchanges which will be available by 11/30/01); Mound, MN; Wyoming, MN; Columbus, NE; Kearney, NE; Gloversville, NY; Middletown, NY; Norwich, NY (except for Berkshire, Clayville, Dryden, Etna, and Slayterville Springs exchanges which will be available by 11/30/01); Cookville, TN; Bluefield, WV; Romney, WV (except for Augusta, Burlington, Capon Bridge, Fort Ashby, Maysville, Paw Paw and Wardensville exchanges which will be available by 11/30/01); Kingman, AZ; Colusa, CA; Elk Grove, CA; Susanville, CA (except for Chester, Lake Almanor, and Shingletown exchanges which will be available by 11/30/01); Ely, MN; International Falls, MN; Rhinelander, WI; Rhinebeck, NY; Powell, TN; Show Low, AZ; St. Michaels, AZ; McCall, ID; Elko, NV; and Moab, UT.

Service will be available in the following Market Areas by January 31, 2002: Williston, ND. For purposes of DSL services only, North Dakota will participate in Rate Group 1.

(M2)

(M1) Material moved from page 741.2.

(M2) Material moved from page 741.3.

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18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

(M1)

18.2.6 Rate Regulations

- (A) A recurring monthly rate, as shown in subsections 20.1.13, 20.2.12, and 20.4.12 of this tariff, is charged for service.
- (B) A nonrecurring charge, as shown in subsections 20.1.13, 20.2.12, and 20.4.12 of this tariff, applies for installation of service at the central office, as well as, for the processing of the service order request.
- (C) A nonrecurring charge, as shown in subsections 20.1.13, 20.2.12, and 20.4.12 of this tariff, applies for the installation equipment at the NID on the customer's designated premise.
- (D) Term Payment Plan – DSL (TPP - DSL)

(1) Description

The terms and conditions specified herein are applicable to DSL Service and are in addition to other regulations as specified in this tariff. The DSL Term Payment Plan (TPP - DSL) will allow customers discounted access rates based upon their term commitment. Rates will be based upon the TPP - DSL selected by the customer.

(M1)

A term payment plan of one (1) year is available to all customers at applicable rates set forth in Section 20 of this Tariff, regardless of when the subscription is made for a DSL Service TPP - DSL arrangement. The customer must designate on the order the type of payment plan selected.

(M2)

(M2)

(M1) Material moved from page 741.3.1.

(M2) Material moved from page 741.4.

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18. Grandfathered Services (Cont'd)18.2 Digital Subscriber Line (DSL) Service (Cont'd) (M1)18.2.6 Rate Regulations (Cont'd)(D) Term Payment Plan – DSL (TPP - DSL) (Cont'd)(2) Rate Application

Upon expiration of the TPP - DSL period, the customer may choose a new TPP – DSL period, convert to month-to-month, or terminate service. The month-to-month rates will be those that are in effect at the time of conversion, as found in Section 20 of this tariff. If the customer fails to make a choice by the end of the TPP - DSL period, the DSL Service will continue billing at the existing term commitment level rates and a new TPP – DSL period will begin based on the previously effective term commitment. All terms and conditions, including Termination Liabilities will apply to the new TPP – DSL period.

Conversion to a month-to-month or different TPP period will require the customer to submit a change order. Conversion of existing TPP service to a different TPP period will be allowed without application of any nonrecurring charges.

(M1)

(3) Changes in Length of TPP - DSL Period (M2)

The customer may elect to convert to a new TPP – DSL period subject to the following conditions:

- (a) Credit will not be given toward the new payment period for payments made under the original TPP - DSL arrangement.
- (b) Nonrecurring charges will not be reapplied for existing service(s).
- (c) If the new TPP – DSL period is shorter in length than the time remaining under the existing TPP - DSL, the change to the new TPP - DSL period constitutes a discontinuance of the existing TPP - DSL service and termination liability charges apply.

(M2)

(M1) Material moved from page 741.4.

(M2) Material moved from page 741.5.

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18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd) (M1)

18.2.6 Rate Regulations (Cont'd)

(D) Term Payment Plan – DSL (TPP - DSL) (Cont'd)

(4) Changes in Service Type

The customer may increase the bandwidth of his/her Service Type (e.g., increasing bandwidth from 256 Kbps/64 Kbps to 512 Kbps/128 Kbps) by notifying the Company in writing of the new election. The increased bandwidth will be provided at the applicable price for the duration of the term committed to by the customer in a TPP - DSL for the lower bandwidth service. The customer may not decrease the bandwidth in his/her TPP - DSL.

(M1)

(5) Rate Changes

The customer may terminate the TPP - DSL without penalty or liability should the Company increase the rates above the current rates by more than 50 %. The exception to this provision are rate changes, fees, taxes, or contributions to universal service funding that are mandated by the Federal Communications Commission.

(M2)

(6) Termination Liability

When a TPP - DSL service is discontinued prior to the end of the commitment period, termination liability charges will apply, as follows: the customer will pay the Company an amount representing the difference between charges paid to the Company pursuant to the TPP - DSL and what the charges would have been for the same period of time at the monthly rate applicable to the Service Type specified in the TPP – DSL. To the extent that applicable nonrecurring charges were waived as part of a promotion, customer will also pay the Company an amount equal to those waived nonrecurring charges.

(M2)

(M1) Material moved from page 741.5.

(M2) Material moved from page 741.6.

ACCESS SERVICE

18. Grandfathered Services (Cont'd)

18.2 Digital Subscriber Line (DSL) Service (Cont'd)

(M1)

18.2.6 Rate Regulations (Cont'd)

(E) "Grandfathered" customers

Customers currently being provided DSL service in the Middletown, NY serving area will be offered the opportunity to retain their service under the current terms, conditions and rates. These customers will be "grandfathered" with the old service which may not be moved or transferred to another customer.

(M1)

18.2.7 Rates and Charges

(M2)

Grandfathered DSL Service

Service Type	Monthly Rate	Nonrecurring Charge
256 Kbps/64 Kbps	\$39.95	\$99.00*
384 Kbps/128 Kbps	\$39.95	\$99.00*
512 Kbps/384 Kbps	\$59.95	\$99.00*
768 Kbps/384 Kbps	\$149.95	\$99.00*
1.5 Mbps/512 Kbps	\$304.95	\$99.00*

Premises Visit Charge

Per Visit \$16.00

Term Payment Plan for DSL (TPP – DSL)

256 Kbps/64 Kbps	\$39.95	\$99.00*
384 Kbps/128 Kbps	\$39.95	\$99.00*
512 Kbps/384 Kbps	\$59.95	\$99.00*
768 Kbps/384 Kbps	\$149.95	\$99.00*
1.5 Mbps/512 Kbps	\$229.95	\$99.00*

* The Nonrecurring Charge is waived for customers who sign a One Year Contract or for customers who select the Microfilter Self-Installation Option.

(M2)

(M1) Material moved from page 741.7.

(M2) Rates moved from pages 789.6, 789.7, 817.7, 817.8, 961.2 and 961.3 and consolidated into one rate schedule.