

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 5 contains all changes from the original tariff that are in effect on the date hereof.

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(C) Repeater

Repeaters (Circuit Regenerators) provide essential detection and retransmission of GigaMAN® signals. Repeaters are provided as required by the Telephone Company when actual fiber facility loss between customer designated premises and/or central office locations exceed design limits. Repeaters will be located exclusively in Telephone Company central offices and are required for each successive transport segment of approximately 21.4 db.

When protection options are ordered, as set forth in Section 7.2.13(C)(4) preceding, additional repeaters may be necessary on the protected path as determined by the Telephone Company. The Repeater rate element will be applied to a protected circuit per fiber pair.

(N)
|
(N)

(D) Local Channel Diversity

Local Channel Diversity provides for a transmission path between a designated customer premises and the standard service wire center (SWC) that is diverse from the normal/standard transmission path. With this arrangement, one or more local distribution channels will be provisioned over the standard route and one or more local distribution channels will be provisioned over the diverse route. Local channel diversity does not provide for all diversity, it only allows for diversity from the splice point closest to the customer's property line to the SWC.

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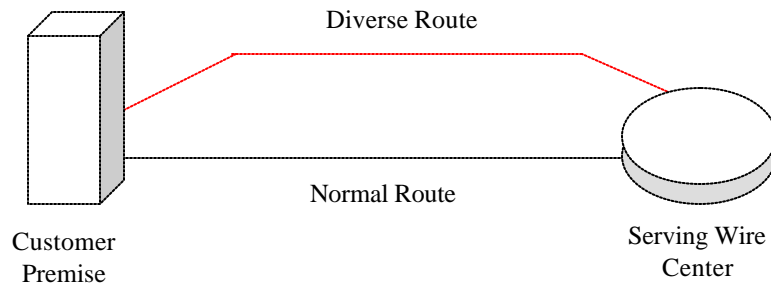
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7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN®) (Cont'd)7.13.2 Channel Configuration (Cont'd)

(D) Local Channel Diversity (Cont'd)

If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premises, at the customer's expense.



(E) Inter-Wire Center (IWC) Diversity

Inter-Wire Center (IWC) Diversity arrangements presume that each end of a GigaMAN® local distribution channel is serviced out of a different serving wire center (SWC). This arrangement provides a transmission path for GigaMAN® local distribution channels between the customer's designated SWC and the SWC at the distant end of the circuit over a transmission path that is separate from the standard transmission path between the two wire centers. IWC diversity does not provide for full diversity. It only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be implemented along with IWC Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at the customer's premises, at the customer's expense.

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7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN) (Cont'd)7.13.7 Moves

Moves involve a change in the physical location of one of the following

- Service rearrangement;
- Point of Termination at the customer's premises; or
- Customer's premises.

Move charges dependent upon the type of move requested by the customer.

(A) Service Rearrangement

Service Rearrangements are changes to existing (installed) services, which do not result in either a change in the minimum period requirements, as set forth in Section 7.2.2(C)(3).

(B) Moves Within the Same Building

When the move is to a new location within the same building, the Administration charge and Customer Connection charge for the service termination affected will apply. There will be no change in the minimum period requirements, as described in Section 7.2.3(A).

(C) Moves to a Different Building

Moves to a different building will be treated as a discontinuance therefore start of service, all associated nonrecurring charges, and new minimum period requirements, as described in Section 7.2.3(B) will apply.

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7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN) (Cont'd)

(N)

7.13.7 Moves (Cont'd)

(4) GigaMAN® customers subscribing to three (3) and five (5) year Term Pricing Plans may move one end of the GigaMAN® service per the following regulations:

(a) A customer may move one end of the GigaMAN® service to a different premises in the same LATA, without incurring early termination liability charges for their existing GigaMAN® service, providing the following criteria are met, contingent upon the availability of fiber from premises to premises.

- Customers must have completed at least 15 months (for 3 year term plan), and 18 months (for 5 year term plan) of their existing GigaMAN® contracted term plan,
- The customer subscribes to a new term pricing plan period that is greater than the remaining months in the existing term pricing plan,
- Nonrecurring charges will apply where applicable,
- Spare facilities and equipment must be available or special construction charges, as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2.

The moved service will require a disconnect of the existing GigaMAN® service and placement of an order for the new GigaMAN® service for same customer of record as disconnected service.

The monthly rates for the new services(s) shall be those rates in effect at the time the new service(s) is being installed requiring a disconnect of the existing GigaMAN® service and placement of an order for new GigaMAN® service.

(N)

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7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)

(N)

7.13.7 Moves (Cont'd)

(4) (Cont'd)

(b) The GigaMAN® service installed without protection and customer subsequently request protection options after the GigaMAN® order has been completed, and customer premises locations remain the same. This will require a change to the customer premises based Telephone Company equipment. This change will be treated as an upgrade to the GigaMAN service, and a new nonrecurring charge is applicable. This change will require a disconnect of the existing GigaMAN service and placement of an order for the new GigaMAN service for the same customer of record. With this upgrade the customer will experience an out of service condition.

(c) The GigaMAN service was installed with protection options and the customers subsequently requests a move of the channel termination within the same building afterwards. This request may require a change to the customer premises based Telephone Company equipment which will be determined by the Telephone Company. Nonrecurring charges as set forth in Section 5.X.X.X, preceding are applicable (one-half the nonrecurring charge for the channel termination). With this upgrade the customer will experience an out of service condition.

(N)

7.13.8 Mileage Measurement

(M)

The mileage is calculated on the airline distance between the locations involved, i.e. the serving wire centers associated with two customer designated premises and an international boundary point, a serving wire center associated with a customer designated premise and a Telephone Company Hub, a serving wire center associated with a customer designated premise and a WATS Serving Office as described in Section 7.2.5.

(M)

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7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN) (Cont'd)

(N)

7.13.9 Upgrade to GigaMAN from other Access Products

(M)

Other Access products may not upgrade to GigaMAN without incurring applicable Termination Liability charges, if any, on that current access product.

7.13.10 Modification of Access Service

The customer may request a modification of its Access Order at anytime prior to notification by NBTC that service is available for the customer's use. NBTC 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. If the modification cannot be made with the work force during normal business hours, NBTC will notify the customer. If the customer still desires the Access Order Modification, NBTC will schedule a new service date. All charges for Access Order modifications will apply on a per occurrence basis as described in Section 5.2.2.

(M)

7.3.11 Optional Features

(N)

(A) Protection Options

Protection options are provisioned on the customers GigaMAN® service and the customer is not required to purchase a second GigaMAN® circuit for protection options. Protection options are applied on a per GigaMAN® circuit basis only.

Protection options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2, may apply. Protection options provide additional levels of reliability to GigaMAN® service. There are multiple protection options offered. The options do not need to be the same, but both Channel Terminations of the GigaMAN® service must include some form of protection for the service to be considered protected.

The Telephone Company will design the protection optional based upon the configuration of the customers GigaMAN® service.

(N)

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7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.11 Optional Features (Cont'd)(A) Protection Options (Cont'd)

Additional repeaters may be necessary on the protected path as determined by the Utility as set forth in Section 7.4.16(B) following.

Protection switching in less than 50 milliseconds will occur on GigaMAN® services with protection options, with the exception of Power Protection which is not switch protected. Protection options are offered with a Service Level Agreements (SLA) that target a service availability of 99.999%. SLA's are not applicable in the event of cable cut in any unprotected portion of the GigaMAN® service fiber path or when customer requested modifications to the service require down time.

GigaMAN® Protection Options are offered as follows:

(1) Equipment Only Protection - per Termination End

(2) Equipment Plus Fiber Path Protection

(a) Equipment Plus Alternate Wire Center Path Protection - per Terminating End

(b) Equipment Plus Channel Termination Path Protection - per Terminating End

(c) Inter Wire Center Path Protection - per Interoffice Segment

(3) Power Protection

(B) Equipment Only Protection

Equipment Only Protection offers one GigaMAN® signal routed on two different fiber pairs that co-exist in the same cable and conduit structure that terminate into two distract and separate network terminating equipment devices at the customer's premises.

(N)

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7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.11 Optional Features (Cont'd)(B) Equipment Only Protection (Cont'd)

All protected configurations have one working and one standby path. In event of a failure of the customer's transmission path, the GigaMAN® equipment will switch, within 50 milliseconds of detection, the customer's transmission to a dedicated standby path. In the event of a failure to both fiber transmission paths, an out of service condition will result. This form of protection can only be ordered per channel termination for each protected GigaMAN® service, and may also apply to the Inter-Wire center segment if the GigaMAN® service is served by more than one serving wire center.

If a customer requests complete protection extending to the SBC serving wire center from their premises location when utilizing Equipment Protection, they must request diverse entrance facilities into their premises at each end from the nearest SBC splice point closest to the customer premises location, this work is subject to special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2.

(C) Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each channel termination of the GigaMAN® service, plus the inter-wire segment if the service is served by more than one serving wire center, and is offered as follows:

(1) Equipment Plus Alternate Wire Center Path Protection

Equipment Plus Alternate Wire Center Path Protection offers one GigaMAN® signal routed over one fiber pair of the protected GigaMAN® service from the customer's premises to the customer's normal serving wire center, and a duplicate GigaMAN® signal routed over a diversely routed fiber pair to the Alternate Wire center selected by the Telephone Company.

(N)

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7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN) (Cont'd)7.3.11 Optional Features (Cont'd)(C) Equipment Plus Fiber Path Protection (Cont'd)(1) Equipment Plus Alternate Wire Center Path Protection (Cont'd)

If any location(s) between the two fiber paths is closer than ten feet, the location(s) will be disclosed to the customer. The customer will determine accept the engineered path or agree to pay special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2, to provide a completely diverse route where the ten foot allowance is not acceptable to the customer.

Where facilities are not available, the Customer may select Equipment Only Protection for an inter-office segment. This option can be selected for one or both channel terminations of the GigaMAN service.

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, the GigaMAN service will switch to a dedicated standby path within 50 milliseconds of detection. In the event of a failure to both fiber transmission paths, an out of service condition will result. This form of protection can only be ordered per channel termination for each protected GigaMAN service.

If a customer requests complete protection extending to the SBC serving wire center from their premises location when utilizing Equipment Protection Plus Alternate Wire Center Path Protection, they must request diverse entrance facilities into their premises at each end from the nearest SBC splice point closest to the customer premise location. This work is subject to special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2.

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7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.11 Optional Features (Cont'd)(C) Equipment Plus Fiber Path Protection (Cont'd)(2) Equipment Plus Channel Termination Path Protection

Equipment Plus Channel Termination Path Protection offers a duplicate GigaMAN® signal routed over two diversely routed fiber paths, to the customer's normal serving wire center.

If any location(s) between two fiber paths is closer than ten feet, the location(s) will be disclosed to the customer. The customer will determine to accept the engineered path or agree to pay special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2, to provided a completely diverse route where the ten foot allowance is not acceptable to the customer.

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, GigaMAN® technology will switch within 50 milliseconds of detection, the customer's transmission to a dedicated standby path. In the event of failure to both fiber transmission to a dedicated standby path, or failure to both fiber transmission paths, an out of service condition will result.

This form of protection can only be ordered per channel termination for each protected GigaMAN® service, from the customers premises location, or from the manhole/splice point nearest the customer premises), to the Utility serving wire center.

(N)

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7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN) (Cont'd)7.3.11 Optional Features (Cont'd)(C) Equipment Plus Fiber Path Protection (Cont'd)(2) Equipment Plus Channel Termination Path Protection (Cont'd)

If a customer requests complete protection extending to the SBC serving wire center from their premises location when utilizing Equipment Protection Plus Channel Termination Path Protection, they must request diverse entrance facilities into their premises at each end from the nearest SBC splice point closest to the customer premises location. This work is subject to special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2.

(3) Inter-Wire Center Path Protection

Inter-Wire Center Path Protection offers a duplicate GigaMAN® signal routed over two diversely routed fiber paths, between the two serving wire centers or alternate wire centers. Path protection starts at the nearest manhole outside the Telephone Company serving wire center. Inter Wire Center Path Protection must be ordered with either Equipment Only, Channel Termination Path Protection or Alternate Wire Center Path Protection.

If any location(s) between the two fiber paths is closer than ten feet, the location(s) will be disclosed to the customer. The customer will determine to accept the engineered path or agree to pay special construction charges as set forth in Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2, to provide a completely diverse route where the ten foot allowance is not acceptable to the customer.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.11 Optional Features (Cont'd)(C) Equipment Plus Fiber Path Protection (Cont'd)(3) Inter Wire Center Path Protection (Cont'd)

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, GigaMAN® technology will switch, within 50 milliseconds of detection, the customer's transmission to a dedicated standby path. In the event of a failure to both fiber transmission paths, an out of service condition will result.

(4) Power Protection

Power Protection provides GigaMAN® customers with battery backup for up to eight (8) hours to maintain GigaMAN® equipment in the event of a commercial AC power failure.

Power Protection is offered on a per equipment bay capacity basis, per customer premise, and depending upon the number of GigaMAN® services for the GigaMAN® customer of record. The Telephone Company will apply the power protection rate elements based upon the circuit capacity, and more than one element may be applicable. The Telephone Company will determine the design and engineering requirements for Power Protection for GigaMAN® customers.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.11 Optional Features (Cont'd)(C) Equipment Plus Fiber Path Protection (Cont'd)(4) Power Protection (Cont'd)

Customers in multi-tenant buildings will require separate equipment and bays dedicated to each customer.

The addition of Power Protection to existing GigaMAN® service may result in temporary service interruption.

Power Protection is not available for installations using the wall mounted cabinet.

Customers are responsible for providing floor space for power equipment as set forth in Section 2.3.3 preceding.

7.3.12 Allowance for Service Interruptions

A Service Level Agreement (SLA) is offered with fully-protected GigaMAN® service, which provides the customer with a performance commitment that includes financial compensation if the service does not perform as described.

Service availability performance 99.999% is offered on a GigaMAN® service with protection (defined as Equipment Plus Path Protection) for every segment of the service.

If this SLA is not met, the customer will be entitled to a credit equal to 100% of the monthly rate for the period of the interruption of service affecting that rate element(s), not to exceed the total monthly charges for the services. Only one such credit in a billing period will apply.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN)(Cont'd)7.3.12 Allowance for Service Interruptions (Cont'd)

The service is considered interrupted when the customer reports a service disruption of greater than ten (10) consecutive seconds to the Telephone Company and the Telephone Company confirms that continuity of its service has been lost.

In order to qualify for this credit, the outage must be determined by the Telephone Company to be in its network and the failure occurred in that part of the service with the Protection. SLA adjustments are not available in the event of a cable cut, in any unprotected portion of the GigaMAN® service fiber path, or due to customer requested modifications to the service that may require down time.

SLA's are applicable to customers who purchase Equipment Plus Alternate Wire Center Path Protection or Equipment Plus Channel Termination Path Protection on both ends of a GigaMAN service (both channel terminations) as well as Inter-Wire Center Path Protection when applicable. The customer is responsible for notifying the Telephone Company when the service parameter within the calendar month falls below the committed level. The customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.13. Gigabit Ethernet Metropolitan Area Network (GigaMAN®) (Cont'd)7.13.13 Rates and Charges General Description

(T)

(A) Recurring Charges

				Term Pricing Plan			
		USOC	Extension	Monthly 12 Mo.	36 Mo.	60 Mo.	NRC
(1) Local Distribution Channel							
- Per Point of Termination Terminating Bit Rate 1 Gbps							
- All States	TMECS	\$3,800.00		\$3,300.00	\$2,850.00	\$2,500.00	
(2) Interoffice Transport Mileage							
- Fixed							
- All States	1L5XX	\$250.00		\$250.00	\$200.00	\$100.00	
- Per Mile 1 Gbps							
- All States	1L5XX	\$125.00		\$125.00	\$100.00	\$75.00	
(3) Repeater	VU4	\$2,500.00		\$2,400.00	\$1,150.00	\$850.00	
-each							
(4) Diversity Options							
Local Channel Diversity							
-Per Channel Terminating Bit Rate 1 Gbps							
-All States	CPALX	\$750.00		\$750.00	\$750.00	\$750.00	0.00
Inter Wire Center Diversity							
-Per Channel Terminating Bit Rate 1 Gbps							
-All States	CPATX	\$500.00		\$500.00	\$500.00	\$500.00	0.00
Alternate Wire Center Diversity							
-Per Channel Termination bit Rat 1 Gbps							
-All States	CPAAX	\$1,200.00		\$1,200.00	\$1,200.00	\$1,200.00	0.00

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.13 Gigabit Ethernet Metropolitan Area Network (GigaMAN®) (Cont'd)7.13.13 Rates and Charges General Description (Cont'd)(A) Recurring Charges

	USOC	Monthly Extension	12 Mo.	Term Pricing Plan			NRC
				36 Mo.	60 Mo.		
(5) Protection - per GigaMAN® service arranged							
-Equipment Only Protection, per terminating end	CPAEX	1,500.00	\$1,375.00	1,050.00	900.00		\$625.00
-Equipment Plus Alternate Wire Center Path Protection, per terminating end	CPAFX	2,460.00	2,050.00	1,600.00	1,400.00	1,400.00	
-Equipment Plus Channel Termination (Local Channel) Path Protection, per terminating end	CPAGX	2,190.00	1,825.00	1,425.00	1,225.00	1,225.00	
-Inter Wire Center Path Protection, per interoffice segment	CPAHX	475.00	\$375.00	150.00	100.00		625.00
-Power Protection ⁽¹⁾	VBBGX	700.00	625.00	480.00	435.00		475.00

⁽¹⁾ Power protection rate elements are applicable as set forth in 7.3.11(C)(4) preceding.

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ACCESS SERVICE

7.	<u>Special Access Service</u>	(Cont'd)				(N)
7.13	<u>Gigabit Ethernet Metropolitan Area Network (GigaMAN®)</u>	(Cont'd)				
7.13.13	<u>Rates and Charges General Description</u>	(Cont'd)				(N)
(B)	<u>Installation and Rearrangement Charges</u>					(M)
All States						
	USOC	12 Months	36 Months	60 Months		
(1) Administrative						
Charge per Order	ORCMX	\$60.00	\$60.00	\$60.00		
(2) Design Central						
Office Connection						(M)
Charge per circuit	NRMCK	\$230.00	\$230.00	\$230.00		(N)
(3) Customer Connection						(M)
Charge per						(M)
termination	NRBBL	\$1,500.00	\$1,500.00	\$1,500.00		(M)

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ACCESS SERVICE

22. Metropolitan Statistical Access Area Services (Cont'd)22.5 Rates and Charges (Cont'd)22.5.2 Special Access Services (Cont'd)22.5.2.7 Gigabit Ethernet Metropolitan Area Network (GigaMAN®)(A) Recurring Charges (Cont'd)

	USOC	Monthly Extension	12 Mo.	Term Pricing Plan			NRC	(N)
				36 Mo.	60 Mo.			
(5) Protection - per GigaMAN® service arranged								
-Equipment Only Protection, per terminating end	CPAEX	1,500.00	\$1,375.00	1,050.00	900.00	\$625.00		
-Equipment Plus Alternate Wire Center Path Protection, per terminating end	CPAFX	2,460.00	2,050.00	1,600.00	1,400.00	1,400.00		
-Equipment Plus Channel Termination (Local Channel) Path Protection, per terminating end	CPAGX	2,190.00	1,825.00	1,425.00	1,225.00	1,225.00		
-Inter Wire Center Path Protection, per interoffice segment	CPAHX	475.00	\$375.00	150.00	100.00	625.00		
-Power Protection ⁽¹⁾	VBBGX	700.00	625.00	480.00	435.00	475.00		(N)

⁽¹⁾ Power protection rate elements are applicable as set forth in 7.3.11(C)(4) preceding.

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22. Metropolitan Statistical Access Area Services (Cont'd)

(N)

22.5 Rates and Charges (Cont'd)22.5.2 Special Access Services (Cont'd)22.5.2.7 Gigabit Ethernet Metropolitan Area Network
(GigaMAN®) (Cont'd)

(N)

(B) Installation and Rearrangement Charges

(M)

All States

	USOC	12 Months	36 Months	60 Months
(1) Administrative Charge per Order	ORCMX	\$60.00	\$60.00	\$60.00
(2) Design Central Office Connection Charge per circuit	NRMCK	\$230.00	\$230.00	\$230.00
(3) Customer Connection Charge per termination	NRBBL	\$1,500.00	\$1,500.00	\$1,500.00

(M)

(N)

(M)

(M)

(M)

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