

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER**

**INTRASTATE SWITCHED AND SPECIAL ACCESS SERVICES**

**FURNISHED BY**

**MOMENTUM BUSINESS SOLUTIONS, INC.**

**WITHIN THE STATE OF FLORIDA**

Issued: May 3, 2002

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Issued by: Alan L. Creighton, President and Chief Executive Officer  
Momentum Business Solutions, Inc.  
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Birmingham, Alabama 35216

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### CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the LPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.I.
  - 2.1.1.A.I.(a).
  - 2.1.1.A.I.(a).I.
  - 2.1.1.A.I.(a).I.(i).
  - 2.1.1.A.I.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the LPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.

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- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to switched and special access services within the State of Florida. The operating territory of the Company comprises the geographic areas for which the Company is certified to operate in the State of Florida.

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## SECTION 1 – DEFINITIONS

Certain terms used herein are defined as follows:

### Access Codes

Denotes a uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 101XXXX or 950-XXXX.

### Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

### Access Minutes

Denotes the usage of exchange facilities in intrastate or foreign service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switch Access Service).

### Access Tandem

Denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

### Answer/Disconnect Supervision

Denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

### Billing Account Number (BAN)

Denotes a code that identifies the customer's billing account to which Access Services are billed.

### Business Day

Denotes the time of day the Company is open for business. Generally, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour workweek. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

### Call

Denotes an attempt for which the complete destination code or a Carrier Access Code (e.g., 950-XXXX, 101XXXX#, 0- or 00-) is provided in the originating direction or a complete destination code is provided in the terminating direction.

### Carrier Identification Code (CIC)

Denotes a numeric code that is assigned by Bellcore to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The numeric code uniquely identifies the carrier.

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Central Office

Denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Common Line

Denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariff. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

End Office Switch

Denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) are served by a host office in a different wire center.

End User

Denotes any customer of an interstate or foreign telecommunication service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entrance Facility

Denotes a Switched Transport facility between a Company serving wire center and a customer premises that provides a customer with dedicated transport from using the serving wire center to customer's premises.

Exchange

Denotes a unit, generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or

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more designated exchanges comprises a given Local Access and Transport Area.

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group

Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at the Company entry switch.

Host Office

Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds

Denotes a corporate or personal check drawn on a bank account and funds which are available for us by the receiving party on the same day on which they are received and includes U.S. Federal Reserves bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

Denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each use.

Interexchange Carrier (IC) or Interexchange Common Carrier

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

International Direct Distance Dialing (IDDD)

Denotes the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

Interstate Communications

Denotes both interstate and foreign communications.

Intrastate Communications

Denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Line Side Connection

Denotes a connection of a transmission path to the line side of a local exchange switching system.

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Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

North America Numbering Plan (NANP)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Premises

Denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway.

Query

Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a database, with a predefined set of possible responses.

Remote Switching Modules (RSM) or Remote Switching Systems (RSS)

Denotes small, remotely controlled electronic end offices switches which obtain their call processing capability from an electronic switching system type Host Office. The RSM/RSS cannot accommodate direct trunks to a customer.

Service Control Point (SCP)

Denotes a transaction processor based system that provides a network interface to various data base services. For 800 Number Portability Access Service, the SCP contains routing instructions for 800 service records that were downloaded from the SMS/800.

Service Termination

Denotes the connection of Access Service at a customer premise.

Serving Wire Center

Denotes the end office from which the customer designated premises would normally obtain dial tone from the Company for Local Exchange Service purposes.

Signaling System 7 (SS7)

Denotes the signaling protocol Version 7 used in the Common Channel Signaling network based on the American National Standards Institute (ANSI) standards.

Subtending End Office of an Access Tandem

Denotes an end office that has trunk group routing through the tandem.

Tandem-Switched Transport Facility

Denotes a Switched Transport facility between a Company hub office (when multiplexing occurs at

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an office other than the serving wire center) and an end office that provides a customer with transport to or from the end office by routing through an access tandem.

Terminating Direction

Denotes the use of Access Service for the completion of calls from an IC premises to an End User premises.

Transmission Path

Denotes an electrical path capable of transmitting signals within the range of the service offering. A voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

Denotes a communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

Trunk Group

Denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

Denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula that is based on the vertical (V) and horizontal (H) coordinates of the two points.

800 Number Portability Access Service (NPAS)

Denotes a service that includes toll-free access services using the following dialing plans: 800, 888, 877, 866, 855, 844, 833 and 822. 800 as used throughout this tariff, includes all 800-type toll-free dialing plans.

800 Service Provider

Denotes the entity that offers 800 access services to 800 subscribers.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

- A. The Company undertakes to furnish intrastate telecommunications services pursuant to the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as set forth in other sections of this tariff.
- B. The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. The Company arranges for installation, operation and maintenance of the service provided in this tariff for the customer in accordance with the terms and conditions set forth herein. Company facilities are to be used only for Company provided services or equipment.
- D. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required, at the sole discretion of the Company.
- E. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- F. The Company shall for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- G. Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company.
- H. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

#### 2.1.2 Limitations

- A. The use and restoration of services shall be in accordance with Part 64, Subpart D,

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Appendix A, of the Federal Communications Commission's Rules and Regulations.

- B. Directory listings will not be furnished as a part of the services provided under this tariff.

### 2.1.3 Liability

- A. The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provision of (B) through (H) following the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the customer under this tariff as a credit allowance for a service interruption.
- B. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- C. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. When a customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
  - 2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
  - 3. All other claims arising out of any act or omissions of the customer in the course of using services provided pursuant to this tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of services so provided.

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- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions as specified in 2.5.4 (Credit Allowance for Service Interruptions) will apply.
- H. The Company makes no warranties or representations, express or implied either in fact or by operations of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

#### 2.1.4 Provision of Services

- A. The Company will provide to the customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Company's Local Telephone Exchange Service. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.
- B. In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.
- C. Standard jacks are used where appropriate to terminate services.
- D. Except as provided for equipment and systems subject to FCC Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may where such action is reasonably required in the operation of its business.
  - 1. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to:

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- substitution of different metallic facilities,
  - substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
  - substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;
2. Change minimum network protection criteria;
  3. Change operating or maintenance characteristics of facilities; or
  4. Change operations or procedures of the Company.
- E. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routing preventative maintenance and major switching machine change-out. Generally, such activities are not limited to a specific service, but affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.
- F. The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

#### **2.1.5 Operation and Maintenance**

A. Maintenance of Service

The Company shall maintain the services provided under this tariff. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

B. Availability of Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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C. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

The Company will, when possible, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operations are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.5.4 (Credit Allowance for Service Interruptions) is not applicable.

**2.1.6 Refusal and Discontinuance of Service**

A. The Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:

- 2.1.5(A) (Maintenance of Service),
- 2.1.5(B) (Availability of Testing),
- 2.3.4(Damages)
- 2.4(Jurisdictional Report Requirements), or
- 2.5(Billing Regulations)- including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

1. Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time

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thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice or

2. Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

**B.** When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company where the customer end office is located shall prevail for joint service discontinuance provisions.

**C.** If the National Exchange Carrier Association, Inc. (NECA), notifies the Company that the customer has failed to comply with the Section 8 Lifeline Assistance and Universal Service Fund charges of NECA Tariff FCC No. 5, including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty (30) days' written notice to the customer by Certified U.S. Mail, take any of the following actions:

1. Refuse additional applications for service;
2. Refuse to complete any pending orders for service; or
3. Discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

#### **2.1.7 Provision and Ownership of Telephone Numbers**

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The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services or the Company serving central office prefixes associated with such numbers, when necessary, in the conduct of the Company's business. Should it become necessary to make a change in such numbers, the Company will furnish to the customer, by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

## **2.2 Assignment and Transfer of Facilities**

- A.** The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except where there is no interruption of use or relocation of the services, such as assignment or transfer to:
1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- B.** In all cases of assignment or transfer, the written acknowledgement of the Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.
- C.** The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

## **2.3 Obligations of the Customer**

### **2.3.1 Design of Customer Service**

Subject to the provisions set forth in 2.1.4 (Provision of Services), the customer shall be Solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in

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facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

### **2.3.2 Connections**

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

### **2.3.3 Equipment, Space and Power**

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing services of the Company.

### **2.3.4 Damages**

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the company for the damages to the extent of such payment.

### **2.3.5 Claims and Demand for Damages**

The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff, provided; however, the foregoing indemnification shall not apply to

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suits, claims, and demands to recover damages to property, death or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

### **2.3.6 Customer Provided Reports**

Customer may be required to provide certain reports in connection with the provision of access service. The specific report requirements are provided in other sections of this tariff.

## **2.4 Jurisdictional Report Requirements**

- A.** For Feature Group B or D Switched Access Service(s), where jurisdiction can be determined from the call detail, the Company will determine the projected Percent Interstate Usage (PIU) factor as follows: the projected PIU factor will be developed on a monthly basis by end office, by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is the one state and the called number is in another state) by the total originating or terminating access minutes.
- B.** For terminating access minutes, in cases where the call detail is insufficient to allow for use of measured minutes, the customer has the option of providing the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the company with an interstate percentage of FGD terminating access minutes for each account or state to which the customer may terminate traffic. If a state level PIU is provided by the customer, the percentage will be applied to all accounts to which the customer may terminate traffic within the state. If no projected PIU factor is provided, the Company will apply a 50%/50% PIU for interstate and intrastate terminating and 800 originating access minutes.
- C.** Initial customer provided PIU factors must be furnished on the Access Service Request used to establish the service. All other customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter. PIU factors provided via a letter will be kept on file, and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer-provided PIU factors that have been furnished via a letter.
- D.** Jurisdictional percentages must be expressed as a whole number (i.e., a number from 0 to 100).
- E.** Effective of the first of January, April, July and October of each year or otherwise negotiated date, the customer may update the interstate and intrastate jurisdictional report. The customer shall forward to the Company, to be received no later the 15

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days after the first of the month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Company is billing according to actual use by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on that report. If the customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same calculated by the Company, as prescribed in A. and B. preceding.

- F. The customer reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges associated with FGB or FGD Services until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use as set forth preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- G. The customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once a year. The Customer shall supply the data within 30 calendar days of the Company request.

## 2.5 Billing regulations

### 2.5.1 Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services are furnished. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

### 2.5.2 Deposits

- A. In order to safeguard its interests only, the Company may require the customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. Such deposit is to be held by the Company as a guarantee of the payment of rates and charges.

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advanced, or two months' charges when billed in

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arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance that may remain will be refunded.

- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest automatically at the rate of 6% per annum.
- D. The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

### 2.5.3 Payment of Rates and Charges

For services provided under this tariff, the Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advanced, and
- Usage charges will be billed in arrears.

All bills are due rendered (i.e., 30 days after or by the next bill date, as set forth in (A) following.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fractions thereof based on a 30-day month.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

#### A. Past Due Charges

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The Company may apply a late charge if any portion of the customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge will be applied to the portion of the payment not received by the due date, multiplied by a factor. The late factor shall be 1.5% per month. Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

**B. Billing Disputes Resolved in Favor of the Company**

In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with (A) preceding and applied to such disputed charges. Such annual rate will be applied for each month or portion thereof that such charges were unpaid.

**C. Billing Disputes Resolved in Favor of the Customer**

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

**2.5.4 Credit Allowance for Service Interruptions**

**A. General**

Service is considered to be interrupted when it becomes unusable to the customer because of (1) failure of a facility or component used to furnish service under this tariff, (2) the protective controls applied by the Company result in the complete loss of service by the customer or (3) when service is interrupted due to labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, act of God and other circumstances beyond the Company's reasonable control. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate, or
2. The assumed minutes of use charge

**B. When a Credit Allowance Applies**

The customer will be credited for an interruption of 30 minutes or more at the rate of

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1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption. No credit will be allowed for an interruption period of less than 30 minutes.

A Credit Allowance for service interruptions will be applied to Switched Service Access depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth in (1) and (2) following:

1. Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed based on assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30<sup>th</sup> of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

2. Credit Allowance for Monthly Recurring Rated Services

For Switched Access Services with monthly recurring rates, the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility per DS1 or DS3, fixed per month and per mile per month, including any monthly rated features.

No credit allowance shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly charges for the facility for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

C. When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems

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- provided by the customers or others.
3. Interruptions of a service during any period in which the Company in not afforded access to the premises where the service is terminated.
  4. When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
  5. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

**D. Temporary Surrender of a Service**

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit service interruption as set forth in (A) preceding.

**2.6. Jointly Provided Access Services**

Jointly Provided Access Service occurs when a customer orders Switched Access Service to another Local Exchange Telephone Company to originate and terminate to end users. The Company will utilize a multiple bill billing arrangement whereby all recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates following industry standard Meet Point Billing Practices.

The Company accepts and adheres to the Ordering and Billing Forum, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

- A. When FGB or FGD is ordered by a customer to an interconnection point of another Local Exchange Telephone Company connected to the Company's network, the customer must provide the original order to the Local Exchange Telephone Company, and must provide a copy of the order to this Company.

Each Local Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to interconnection point with another Local Exchange Telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

1. The total mileage for the service is computed using the V&H Coordinate Method set

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forth in National Exchange Carrier Association Tariff FCC No.4 (NECA No. 4)

2. A billing factor called the Billing Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
  3. The company's rates and charges are then multiplied by the appropriate quantity(s) and the billing factor to obtain the charges for this company.
- B. The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
1. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
  2. When rates and charges are listed on a per unit basis, e.g., multiplexing, this company's rates and charges will apply for the units located in the company's operating territory.
  3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
  4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
  5. When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.

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### SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE

#### 3. Carrier Common Line Access Service

##### 3.1 General Description

Carrier Common Line Access Service is utilized for the provisions of interstate or foreign telecommunications services and allows access to the Company common line facilities furnished to end users.

##### 3.2 Service Provisioning

A. Where the customer is provided trunk side Switched Access Service as Specified in Section 6 (Switched Access Service), the Company will allow access to the Company common line facilities furnished to end users.

B. The customer's facilities shall provide the necessary on-hook and off-hook supervision.

C. The following items are not provided as part of Carrier Common Line Access Service:

- Telephone number
- Detail billing
- Directory Listings
- Intercept arrangements

##### 3.3 Rate Regulations

This section contains the specific regulations governing the rates and charges which apply for Carrier Common Line Access Service.

The specific rates and charges are set forth in 3.4 (Rates and Charges). Jurisdictional Report Requirements are set forth in 2.4 (Jurisdictional Reports). Ordering, rating and billing procedures as specified in 2.6 (Jointly Provided Access Service) will apply for access services where more than one Exchange Company is involved.

##### 3.3.1 Rate Elements

###### A. Carrier Common Line Access Charges

The Carrier Common Line rate category provides for the Company common line facilities between the customer's end user and the end user's end office.

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### 3.3.2 CCL Usage Rates

Usage rates for each line or trunk are rates that apply on a per unit basis, e.g., per minute or use, when a specified rate element is used. Usage charges are accumulated over a monthly period.

Carrier Common Line Access Service rates are applied to rated minutes based upon whether the minutes are classified as originating or terminating. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises.

A. Originating rates apply to

- originating access minutes of use (excluding those to which terminating rates apply, as specified in (2) following);
- originating 500, 700, 800 and 900 access minutes of use which are reported as minutes that terminate over a Switched Access Service that is assessed terminating Carrier Common Line Access Charges. Such originating minutes must be reported as specified in 3.3.2(C) (Percent Common Line Report).

B. Terminating rates apply to:

- terminating access minutes of use;

C. Percent Common Line Report

Customers must provide the Company with a Percent Common Line Report for originating interstate 500, 700, 800 and 900 traffic to identify the percentage of common line terminated traffic. When the customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use.

### 3.3.3 Determining Chargeable Access Minutes

Chargeable access minutes are developed by the Company based upon recordings of customer traffic to end office or access tandem switches where recording capabilities exist. If such recordings are unavailable, the Company develops chargeable access minutes through the use of assumed, factored or imputed minutes. The regulations for determining the chargeable access minutes for Carrier Common Line Access Service are the same as those for Switched Access Service and are specified in 6.6.4(Determining Chargeable Access Minutes).

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**3.3.4 Rates and Charges**

3.4.1 Carrier Common Line Access Charges

	<u>Rates per Access Minute</u>
- Originating	\$0.01000
- Terminating	\$0.015847

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## SECTION 4 – ORDERING FOR ACCESS SERVICE

### 4.1 Access Orders

An Access Order is an order to provide the customer with Switched Access, Access Related service or to provide changes to existing services. Whether received directly from the customer or through a joint service provider, order related charges for services set forth are applicable in addition to other charges for the service provided.

For the service(s) ordered as set forth following, the customer must also supply a copy of the order to the Telephone Company in whose operating territory a customer designated premises is located and any other Telephone Company(s) involved in providing the service.

For Feature Group B & D Switched Access, the customer must place an order with the Telephone Company in whose territory the end office is located. When ordered to the Access Tandem, the customer must also provide a copy of the order to each additional company subtending the Access Tandem.

#### 4.1.1 Access Order Charge

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition of CICs to an existing Feature Group B or Feature Group D access service. The Access Order charge does not apply when a Presubscription Charge or Billing Name and Address Order Charge is applicable.

#### 4.1.2 Rates and Charges

##### 4.1.3 Access Order Charge

Non-recurring charge Per Order	\$70.00
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## SECTION 5 – SWITCHED ACCESS SERVICES

### 5.1 General Description

Switched Access Service provides a two-point communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, switched transport facilities, and common subscriber plant of the company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls for a customer's premises to an end user's premises in the LATA where service is provided.

The provision of each feature group required Switched Transport and the appropriate Local Switching functions. Switched Transport provides for the transmission facilities between the customer's premises and the end office switch where the customer's traffic is switched to originate or terminate traffic. Local Switching provides for the local end office switching and end user termination functions necessary to complete the transmission of the customer's communications over Switched Access facilities to and from the end users served by the local end office. Common Line is provisioned under Section 3. Application of these rate categories and charges are contained in Section 5.6.

### 5.2 Feature Group Descriptions

Switched Access Service may be provided in two different feature group arrangements. These are generally differentiated by their technical characteristics and the manner in which an end user accesses them in originating calling, e.g., with or without an access code.

Feature groups are arranged for originating, terminating or two-way calling, based on the customer's order specifications. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating call permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously.

Following are detailed descriptions of each of the available feature groups. Each feature group is described in terms of its specific physical characteristics and calling patterns.

#### 5.2.1 Feature Group B (FGB)

##### A. General

1. FGB is provided as trunk side switching. The switch trunk equipment is provided with wink start address signaling or immediate dial pulse address signaling and answer and disconnect supervisory signaling. FGB switching is provided with multi-frequency address signaling in both the originating and

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terminating directions.

2. The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGB switching is provided.
3. When all FGB switching arrangements are discontinued at an end office or in a LATA, an intercept announcement is provided. This arrangement provides, for a maximum period of 90 days, an announcement that the service associated with the number dialed has been disconnected.

**B. Originating FGB**

1. The uniform access code for FBG switching is 950-XXXX. (The XXXX represents a unique four-digit number for each access customer). These uniform codes will be the assigned access numbers for all FGB Switched Access Service provided to the customer by the Company.
2. FGB is provided with multi-frequency address signaling. Except for FGB switching provided with the automatic number identification (ANI) or rotary dial station signaling arrangements, any other address signaling in the originating direction, if required by the customer, must be provided by the customer's end user using in-band tone signaling techniques. Such in-band tone address signals will not be regenerated by the company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

**C. Terminating FGB**

1. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls will also be completed to time or weather announcement services of the Company, community information services of an information service provider and other customer's services (by dialing the appropriate digits).
2. Calls in terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), exchange telephone repair service, service code 911 or 101XXXX access codes. FGB may not be switched to access another FGB or FGD in the same LATA.

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### 5.2.2 Feature Group D (FGD)

#### A. General

1. FGD is provided at Company designated end offices switches whether routed directly or via Company designated electronic access tandem switches.
2. FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink star pulsing signals and answer and disconnect supervisory signaling.
3. The Company will establish a trunk group or groups for the customer at end office switched or access tandem switches where FGD switching is provided.
4. FGD Switching is provided with in-band multi-frequency address signaling or out of band SS7 signaling. With multi-frequency address signaling and SS7 signaling up to 12 digits of the called party number dialed by the customer's end user using dual tone multi-frequency or dial pulse address signals will be provided by the Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

#### B. Originating FGD

1. The uniform access code for FGD switching is 101XXXX. (XXXX represents unique four-digit number for each access customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or the end-of-dialing (#) for cut-through access to the customer's premises.
2. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer. The customer's end user is not required to dial an access code for originating 800 NPA and 500 Access provided with FGD Switched Access Service. 800 NPA and 500

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Access calls dialed with an access code will be blocked by the Company.

3. Where no access code is required, the telephone number dialed by the customer's end user shall be a seven or ten digit number for calls in North America Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1+ NPA + NXX+XXXX, and, when the end office is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

C. Terminating FGD

1. When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls will also be completed to time or weather announcement services of the Company, community information services of an information service provider, and other customer's services (by dialing the appropriate codes) when such services can be reached using valid NXX codes.
2. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), exchange telephone repair service, service code 911 or 101XXXX access codes. FGD, in the terminating direction, may not be switched to access another FGB or FGD in the same LATA.

**5.2 Miscellaneous Services Descriptions**

**5.3.1 800 Number Portability Access Service (800 NPAS)**

A. General

800 NPAS is an originating offering utilizing FGD trunk side Switched Access Service for the delivery of 800 calls. 800 NPAS includes all toll-free access services using the following dialing plans: 800, 888, 877, 855, 844, 833 and 822. 800 NPAS allows the Company to routed 800 calls to the appropriate 800 Service Provider. 800 NPAS allows end users to originate 800 calls on a 1+ basis without the use of an access code. The 800 NPAS Provider will be identified from the dialed 800 number (e.g., 1+800+NXX-XXXX or 1+8888+NXX-XXXX) or a translated ten-digit POTS number (i.e., 1+NPA+NXX-XXXX). For 800 NPAS calls outside of the North American

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Numbering Plan (NANP), the 800 Service Provider will receive a six-digit base translation.

When an end user originates an 800 NPAS call, the Company will determine how the call is to be routed, based on the 800 number dialed. If an 800 NPAS call originates in an end office not SSP equipped to provide the customer identification function, the call will be routed to an SSP equipped access tandem. Once the 800 NPAS Provider has been identified, the 800 call, served by the Company's SSP, will be routed to the 800 Service Provider's defined FGD trunk group.

800 NPAS provides the customer identification function required to determine the appropriate routing for an 800 number based on the geographic origination of the call, from a specific NPA/NXX, NPA, or LATA, up to any combination of the same.

800, as used throughout this tariff, includes 800, 888, 877, 855, 844, 833 and 822 dialing plans. The 866, 855, 844, 833 and 822 dialing plans will be available when technically feasible and facilities permit, respectively, upon exhaust of 800, 888 and 877 codes.

#### **5.3.2 900 Access Codes**

All 900 Access Service calls will be blocked unless 900 Access Service is specifically requested by the customer, in which case it will be routed to the tandem office.

#### **5.4 Switched Transport**

Switched Transport is provided to customers of Switched Access Service for the provision of transmission facilities between the customer's premises and end office switch(es) where the customer's traffic is switched to originate or terminate communications.

Switched Transport provides a one-way or two-way voice frequency transmission path composed of facilities determined by the Company which permit the transport of calls in the originating direction and in the terminating direction—though not simultaneously. This voice frequency transmission path may be comprised of any form or configuration of plant capable of, and typically used in, the telecommunications industry for transmitting voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Ordering provisions, as set forth in 2.6 (Jointly Provided Access Service) will apply when more than one Exchange Company is involved in the provision of a Switched Transport facility. Rate elements for Switched Transport are defined in 5.6.1 (Rate Elements). Rates and nonrecurring charges for those rate elements are located in 5.7 (Rates and Charges).

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#### **5.4.1 Switched Transport Facilities**

The following facilities provide the physical route a transmission path may take in transporting Switched Access communication between a customer's premises and an end office.

##### **A. Tandem-Switched Transport Facilities**

A Tandem-Switched Transport Facilities provides the transmission path between the access tandem and an end office and includes tandem switching functions. Tandem-Switched Transport facilities include circuits provided for the common use of all customers who have requested tandem switching (from the access tandem to the end office). Tandem-Switched Transport facilities are available for use with all Switched Access services.

### **5.5 Service Provisioning**

#### **5.5.1 Manner or Provisioning**

There are two major traffic categories, originating and terminating:

Originating traffic represents access capacity within a LATA for carrying traffic from the end user to the customer.

Terminating traffic represents access capacity within a LATA from the customer to the end user.

#### **5.5.2 Design and Traffic Routing of Switched Access Service**

When ordering Switched Access Services, the customer must, at a minimum, specify the Switched Transport facilities to be used (Tandem-Switched Transport facility). The customer is required to specify whether the service should be provided by originating only, terminating only or two-way.

#### **5.5.3 Design Blocking Portability**

The design blocking objective for FGD will be no greater than one percent (.01) between the point of termination at the customer's premises and the end office switch.

#### **5.5.4 Testing**

Two broad categories of testing will be available for Switched Access

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Services. These are Acceptance Tests and In-Service Tests.

A. Acceptance Tests

Acceptance tests are tests that are performed during the installation of a Switched Access service. These tests are cooperative tests between the Company and the customer and they are performed at the customer's request at the time of installation. There is no charge for Acceptance Testing.

The Company will test the following parameters:

- loss
- C-notched noise
- 3-tone slope
- dc continuity
- operational signaling

B. In-Service Testing

In-Service Tests are tests which are performed after acceptance of the Switched Access Service by the Customer. Among the types of tests that can be performed are Automatic Scheduled Testing, Cooperative Schedule Testing, Manual Scheduled Testing and Nonscheduled Testing.

### 5.5.5 Network Management

The Company maintains the right to apply protective controls (i.e., those actions, such as call gapping) which selectively cancel the completion to any traffic carried over the Company's network, including that associated with a customer's Switched Access Service. Generally, such protective measures would only be take as a result of occurrences such as a result of occurrences such as failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in a complete loss of service to the customer, the customer may be granted a credit allowance in conjunction with the regulations specified in 2.5.4 (Credit Allowance for Service Interruptions).

### 5.6 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

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There are three types of rates and charges that apply to the various rate elements for Switched Access Service. These are nonrecurring charges, monthly recurring rates (including fixed and per mile rates) and usage rates.

Specific rates and charges are set forth in 5.7 (Rate and Charges). Requirements for jurisdictional reporting are set forth in 2.4 (Jurisdictional Report Requirements). Ordering, rating and billing procedures specified in 2.6 (Jointly Provide Access Service) will apply for access services where more than one exchange telephone company is involved.

#### 5.6.1 Rate Elements

The following provides a list of the various rate elements and how the rate elements are defined.

- Common Line [described in Section 3 (Carrier Common Line Access Service)]
- Tandem-Switched Transport (as described in A. following)
- Local Switching (as described in B. following)

##### A. Tandem-Switched Transport

The Tandem-Switched Transport rate element provides for a Tandem-Switched Transport facility as set forth in 5.4 (Switched Transport). The Tandem-Switched Transport rate element includes the transmission facilities between the Access Tandem and an end office. Tandem-Switched Transport is composed of the following sub-elements:

Tandem-Switched Transmission provides the transmissions facilities from the access tandem to the end office where calls are switched to originate or terminate. Tandem Switching Rates are set for in 5.7.2(C)(Tandem-Switched Transport).

1. Tandem-Switched Transmission includes the transmission medium itself (e.g., wire or fiber) as well as certain circuit equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium and circuit equipment used within the network to manage the circuits at intermediate locations.
2. Tandem Switching provides for use of the Company's access tandem.

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**B. Local Switching**

The local Switching rate element provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. When local switching functions are not used in the provision to a Switched Access service, local switching rates will not apply.

The Local Switching rate element provide for the following functions:

Common Switching – Local end office switching associated with the feature group switching arrangements.

Transport Termination – Line or trunk side arrangements which terminate the Local Transport facilities.

**5.6.2 Nonrecurring Charges**

**A. Nonrecurring Charges for Installation of Features**

1. The nonrecurring charge for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When tandem routed, the first end office charge always applies. For the Carrier Identification Code features when tandem routed, a tandem charge applies and is in addition to the end office charge.

Automatic Number Identification (For FGD)

Carrier Identification Code

- Established/Add (for FGD)
- Change (for FGD)
- Delete (for FGD)
- Establish (for FGB)
- Change (for FGB)
- Delete (for FGB)

2. When the following features are installed for a trunk group, the nonrecurring charge applies per trunk group.

Automatic Number Identification (For FGB)

Trunk Access Limitation

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3. The nonrecurring charge for the following feature applies only when the feature is ordered subsequent to the CIC installation. When applicable, the nonrecurring charge is assessed on either a per tandem or a per end office basis. When tandem routed, only the tandem charge applies. When end office routed, only the end office charge applies.

Up to 7 Digits Outpulsing (for FGB)

**B. Nonrecurring Charges for Service Rearrangements**

Service rearrangements are changes to existing services which do not result either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination.

Changes which result in (1) the establishment of a new minimum period of obligations are treated as a discontinuance of the existing service and installation of a new service and all applicable nonrecurring charges will apply. Changes in (2) the physical location of the point of termination are treated as moves and are described and charges for as specified in 5.6.8 (Moves).

A change in the customer of record (i.e., existing Access Service is provided and billed to a different entity) is considered a service rearrangement when the new customer assumes liability for all current and prior charges for the service(s) and has complied with the regulations and conditions specified in 2.2 (Assignment and Transfer of Facilities). An Access Order Charge will apply when a change of customer name or a change in billing data (name, address, contact name, or telephone number) is required in conjunction with a change in the customer of record as described in 5.3.1 (Access Order Charges).

When a customer requests one or more of the following service rearrangements, nonrecurring charges will apply as follows:

1. The following administrative changes will be made without charge to the customer, except where noted.
  - Change in agency authorization
  - Change in jurisdiction
  - Change in transport service type designation (switched to special or vice versa) that does not require a physical change in service/

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2. When a customer request the following administrative changes, a nonrecurring charge will apply on a per trunk group or per connection type basis when adding or changing the feature subsequent to the installation of the trunk. If more than one change is requested on the same Access Order, only one charge will apply per trunk group.
  - Change of Access Carrier Name Abbreviation (ACNA)
  - Change of Customer Circuit Identification
3. Except as specified in 5.6.8 following, rearrangements of Switched Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 5.7(Rates and Charges).
4. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges described in A. preceding (Nonrecurring Charges for Installation of Service) will apply for this work activity.

### 5.6.3 Monthly Recurring and Usage Rates

Monthly rates (including fixed and per mile rates) are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Usage rates for each line or trunk are rates that apply on a per unit basis (e.g., per call, per access minute or per access minute per mile) when a specific rate element is used. Usage charges are accumulated over a monthly period.

#### A. Switched Transport

##### 1. Tandem-Switched Transport

Tandem-Switched Transport is provided with the following sub-elements:

- Tandem-Switched Transmission/Common Transport
- Tandem Switching

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2. Tandem-Switched Transport
- a. Tandem-Switched Transmission/Common Transport

Tandem-Switched Transmission/Common Transport has two rates: a per access minute of use rate and a per minute of use per mile rate. The per access minute of use rate applies to the non-distance sensitive portion of the Tandem-Switched Transport for the termination of both ends facility. The per access minute of use per mile rate applies to the distance sensitive portion to the Tandem-Switched Transport facility. When the mileage for Tandem-Switched Transmission/Common Transport is zero, the per mile rate will not apply.

- b. Tandem Switching

A per access minute of use rate applies to each Tandem-Switched Transport facility for the switching functions provided by the access tandem.

B. 800 Number Portability Access Service (NPAS)

The following rate elements are applicable to 800 NPAS:

1. 800 NPAS Query Basic

The 800 NPAS Query Basic rate applies per call for each 800 query received at the Company SCP that returns a valid carrier identification code providing the appropriate routing information of that call and results in the delivery of the 800 call to customer.

2. 800 NPAS Query Vertical

The 800 NPAS Query Vertical rate applies per Call Handling and Destination query and will be in lieu of the 800 NPAS Query Basic Charge.

The 800 NPAS rate elements will be billed to the customer utilizing FGD/Switched Access Service for the delivery of 800 calls.

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#### 5.6.4 Determining Chargeable Access Minutes

Chargeable access minutes are developed by the Company based upon recordings of customer traffic to end office or access tandem switches where recording capabilities exist. If such recordings are unavailable, the Company develops chargeable access minutes through the use of assumed minutes, recorded minutes which have been factored or imputed minutes.

##### A. FGB Access Minutes

When recording originating calls over FGB, usage measurements begins when the originating FGB entry switch receives answer supervision forwarded from the customer's point of termination (indicating that the customer's equipment has answered). The measurement originating call usage over FGB ends when the originating FGB entry switch receives disconnect supervision from either the originating end user's end office (indicating that the originating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGB, usage measurement begins when the terminating FGB entry switch receives answer supervision from the terminating end user's end office (indicating that the terminating end user has answered). The measurement terminating call usage over FGB ends when the terminating FGB entry switch receives disconnect form either the terminating end user's end office (indicating that the terminating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

##### B. FGD Access Minutes

1. When recording originating calls over FGD with multi-frequency address signaling, usage measurement begin when the originating FGD entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating end user's end office (indicating that the originating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over the FGD with multi-frequency address signaling, usage measurement begin when the terminating FGD

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entry switch receives answer supervision from the terminating end user's end office (indicating that the terminating end user has answered). The measurement of terminating call usage over FGD ends when the terminating FGD entry switch receives disconnect supervision from either the terminating end user's end office (indicating that the terminating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

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

For terminating calls over FGD with SS7 signaling, the measurement access minutes begin when the terminating recording switch receives answer supervision from the terminating end user. On directly routed trunk groups or on tandem routed trunks groups, the Company switch receives answer supervision and sends the indication to the customer in the form of an answer message. The measurement of terminating FGD calls usage ends when the entry switch receives or sends a release message, whichever occurs first.

#### **5.6.5 Determining Switched Transport Mileage and Charges**

##### **A. Determining Switched Transport Mileage**

The mileage to be used to determine the monthly rate for Tandem Switched Transport is calculated on the airline distance between the end office switch where the call carried by Switched Transport service originates or terminates and the Access Tandem. Where applicable, V&H coordinates method is used to determine mileage. This method is described in the National Exchange Carrier Association, Inc., Tariff FCC No. 4, Wire Center and Interconnection Information.

##### **B. Determining Switch Transport Mileage Charges**

To determine the rate to be billed, compute the mileage, and apply the rate shown in 5.7 (Rate and Charges). If the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rate.

#### **5.6.6 Minimum Period Charges**

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Switched Access Service is provided for a minimum period of one month. The charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

**5.6.7 Change of Feature Group Type**

Changes from one type of feature group to another will be treated as a discontinuance of one type of service and a start of another.

**5.6.8 Moves**

Upon receipt of written notice from the customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company will charge the customer a nonrecurring charge for such service on an individual case basis.

**5.7 Rates and Charges**

**5.7.1 Switch Transport**

A. Tandem-Switched Transport

- 1. Tandem-Switched Transmission/Common Transport
  - Termination Rate per Access Minute \$0.0 (R)
  - Facility Rate per Access Minute per Mile \$0.0 (R)
- 2. Tandem Switching
  - Rate per Access Minute \$0.0 (R)

**5.7.2 Local Switching**

A. Local Switching Usage

Rate per Access Minute \$0.025 (I)

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Rate Per Query

A.	800 NPAS Query Basic	\$0.0040
B.	800 NPAS Query Vertical	\$0.0045

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**SECTION 6 – SPECIAL ACCESS SERVICES**

**6.1 [Reserved for Future Use]**

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## SECTION 7 - MISCELLANEOUS SERVICES

### 7.1 General

Section 7 addresses miscellaneous services to include presubscription, access services billings and billing name and address.

### 7.2 Access Services Billing

Billing for Access Services is done monthly. Bills for access service are rendered by each Access Customer Name Abbreviation (ACNA), by state. If charges for Access Service Billing exist in the Company's Intrastate Access Service Tariffs and its Interstate Access Service Tariff, the total charge to the Customer will be calculated based upon one half of the intrastate charge and one half of the interstate charge. If charges for Access Services Billing exist only in the Company's Interstate Access Services Tariff, full interstate charges will apply.

For all media other than paper, the Customer and the Company will discuss and, to the extent technically feasible, mutually agree upon the medium specifications prior to issuance of the first bill.

### 7.3 Billing Name and Address

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunications services) for telecommunications services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Customers will be assessed on a per record rate for each BNA record requested. This rate is billed to the customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Telephone Company's information database. The per request rate is contained in Section 7.4.

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## 7.4 Rates and Charges

### 7.4.1 Presubscription

	<u>Nonrecurring Charge</u>
A. Presubscription Change Charge	\$5.00
B. Presubscription Unauthorized Change Charge	\$20.00

### 7.4.2 Billing Name and Address

Per Request	\$0.75
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## 7.4 Rates and Charges

### 7.4.1 Presubscription

	<u>Nonrecurring Charge</u>
A. Presubscription Change Charge	\$5.00
B. Presubscription Unauthorized Change Charge	\$20.00
C. Presubscribed Interexchange Carrier Charge	\$4.31 (N)

This per line charge will be billed to the carrier subscribed to by the end user.

### 7.4.2 Billing Name and Address

Per Request	\$0.75
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