





ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.2 Limitations (Cont.)

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.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferer from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

(M)

Certain material on this page previously appeared on page 22 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(S)(Y)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.3 Liability (Cont.)

(C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(S)(Y)

(D)(X)

(D) The Telephone Company shall be indemnified, defended, and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this Tariff, involving:

(D)

(N)

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

(2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or IC or;

(N)(X)

(X) Filed under the authority of Special Permission No. 85-976 of the Federal Communications Commission.

(Y) Reissued material effective October 1, 1985.

ISSUED: November 22, 1985 EFFECTIVE: November 23, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.3 Liability (Cont.)

- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Tariff. (N)(X)
- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this Tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
- (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this Tariff. (N)(X)

(X) Filed under the authority of Special Permission No. 85-976 of the Federal Communications Commission.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(S) (Y)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.3 Liability (Cont.)

(F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of the services so provided.

(S) (Y)

(T) (X)

(S) (Y)

(G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Telephone 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 any damages awarded based solely on such claims.

(S) (Y)

(T) (X)

(S) (Y)

(H) The Telephone Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.3 following.

(S) (Y)

(T) (X)

(S) (Y)

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and

(S) (Y)

(X) Filed under the authority of Special Permission No. 85-976 of the Federal Communications Commission.

(Y) Reissued material effective October 1, 1985.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.4 Provision of Services (Cont.)

after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The services provided under this Tariff (A) will include any entrance cable or drop wiring and wire or intra-building network cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination.

(C)

(C)

2.1.6 Maintenance of Services

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

(M)

Certain material on this page previously appeared on page 25 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is lawful and reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine notification requirements.

(T)

(T)

2.1.8 Discontinuance and Refusal of Services

(A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by certified U.S. Mail to the person designated by that customer to receive such notices

(M)

Certain material on this page previously appeared on page 26 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.8 Discontinuance and Refusal of Services (Cont.)

of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter.

If the Telephone 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 Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

- (B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone 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 Telephone

(T)

(T)

(M)

Certain material on this page previously appeared on pages 26 and 27 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.1 Undertaking of the Telephone Company (Cont.)

2.1.8 Discontinuance and Refusal of Services (Cont.)

Company's right to discontinue the provision of the services to the non-complying customer without further notice.

(C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

(N)(\*)

(N)(\*)

2.1.9 Notification of Service-Affecting Activities

The Telephone 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, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; rather, they affect many customer services.

\*Issued on not less than 15 days notice under authority of Special Permission Number 89-541 of the Federal Communications Commission.

Certain material on this page previously appeared on pages 27 and 28 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 17, 1989

EFFECTIVE: August 1, 1989

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.2 Use (Cont.)

2.2.1 Interference or Impairment (Cont.)

use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith 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, credit allowance for service interruptions as set forth in 2.4.3 following is not applicable.

2.2.2 Unlawful Use

The service provided under this Tariff shall not be used for an unlawful purpose.

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the customer or resulting from improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The

(M)

Certain material on this page previously appeared on page 30 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.3 Obligations of the Customer (Cont.)

2.3.4 Availability for Testing

The services provided under this Tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone 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.

2.3.5 Balance

All signals for transmission over the services provided under this Tariff shall be delivered by the customer balance to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, 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 facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with

(M)

Certain material on this page previously appeared on pages 32 and 33 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.3 Obligations of the Customer (Cont.)

2.3.7 References to the Telephone Company (Cont.)

the service the customer furnishes to End Users;  
however, the customer shall not represent that the  
Telephone Company jointly participates in the customer's  
services.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made  
by third persons, the customer shall defend,  
indemnify, protect and save harmless the Telephone  
Company from and against all claims arising out of  
the combining with, or use in connection with, the  
services provided under this Tariff, any circuit,  
apparatus, system or method provided by the  
customer.
- (B) The customer shall defend, indemnify and save  
harmless the Telephone Company from and against  
suits, claims, and demands by third persons arising  
out of the construction, installation, operation,  
maintenance, or removal of the customer's circuits,  
facilities, or equipment connected to the Telephone  
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,

(M)

Certain material on this page previously appeared on page 33 of the  
Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.3 Obligations of the Customer (Cont.)

2.3.8 Claims and Demands for Damages (Cont.)

licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage 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.

- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Tariff.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

(M)(D)

(D)

Certain material on this page previously appeared on pages 33-35 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements

(A) Jurisdictional Reports

- (1) a) When a customer orders Feature Group A (S)(Y)  
and/or Feature Group B Switched Access (C)(X)  
Service, the customer shall, in its order, (S)(Y)  
state the projected percentage of (S)(Y)  
interstate usage by end office for each (C)(X)  
Feature Group A and/or Feature Group B (C)(X)  
Switched Access Service group ordered. If (S)(Y)  
the customer discontinues some, but not (S)(Y)  
all, of the Feature Group A and/or Feature (C)(X)  
Group B Switched Access Services in a (C)(X)  
group, it shall provide the projected (S)(Y)  
interstate percentage for such services (S)(Y)  
which are discontinued. (D)(X)
- b) Pursuant to Federal Communications (S)(Y)  
Commission Order FCC 85-145 adopted (D)(X)  
April 16, 1985, interstate usage is to be  
developed as though every call that  
enters a customer network at a point  
within the same state as that in which the  
called station (as designated by the  
called station telephone number) is  
situated is an intrastate communication  
and every call for which the point of  
entry is in a state other than that where  
the called station (as designated by the  
called station telephone number) is  
situated is an interstate communication. (S)(Y)

- (X) Filed under authority of Special Permission No. 87-633 of the  
Federal Communications Commission.  
(Y) Reissued material is effective November 12, 1987.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements (Cont.) (T)(X)

(A) Jurisdictional Reports (Cont.) (T)(X)

c) The projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (6) following. (S)(Y)

(2) All single-line Feature Group A and B Switched Access Service usage and charges will be apportioned by the Telephone Company between interstate and intrastate. The projected interstate percentage reported as set forth in 1(a) and 1(b) preceding will be used to make such apportionment.

(3) For multi-line hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A and/or Feature Group B, Switched Access Service(s) information reported as set forth in (1) preceding will be used to determine the charges as follows:

For all groups the number of access minutes for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes. (S)(Y)  
(D)(X)  
(S)(Y)  
(S)(Y)

(X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.

(Y) Reissued material is effective November 12, 1987.

ISSUED: November 3, 1987 EFFECTIVE: November 12, 1987

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements (Cont.)

(A) Jurisdictional Reports (Cont.)

will be developed on a monthly basis by end office when the Feature Group C or Feature Group D (N) Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements (Cont.)

(A) Jurisdictional Reports (Cont.)

- (5) Except where Telephone Company measured access (T) minutes are used as set forth in (4) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1) or (4) preceding will be used until the customer reports a different projected interstate percentage for an in service end office group. When the customer adds BHMC lines or trunks to an existing end office group, the customer shall furnish a projected interstate percentage that applies to the added BHMC, lines or trunks. When the customer discontinues BHMC, lines or trunks from an existing group, the customer shall furnish a projected interstate percentage for the discontinued BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.
- (6) Effective on the first of January, April, July (T) and October of each year the customer shall update the interstate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such 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



ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements (Cont.)

(A) Jurisdictional Reports (Cont.)

If the customer does not supply the reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (1) preceding.

- (7) When mixed interstate and intrastate Special Access Service is provided, the customer will include with the access order to the Company an estimate of whether the interstate traffic will comprise more than 10%, or less than 10% of total traffic.
- If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.
  - If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

\*(S)

\*(S)

\* Filed pursuant to the Federal Communications Commission's Decision and Order, CC Dockets No. 78-72 and 80-286, released July 20, 1989.



ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.10 Jurisdictional Report Requirements (Cont.)

(B) If a billing dispute arises concerning the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage. The Telephone Company will not request such data more than once a year except in extreme circumstances. An audit of the records will be conducted by an independent auditor if the Telephone Company and the customer or the customer alone is willing to pay the expense. The customer shall supply the data within 30 days of the Telephone Company request.

2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly, and/or usage), including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges. The percentage of a Switched Access Service to be charged as interstate is applied in the following manner:

\*(S)

\*(S)

\* Filed pursuant to the Federal Communications Commission's Decision and Order, CC Dockets No. 78-72 and 80-286, released July 20, 1989.

ISSUED: April 30, 1990 EFFECTIVE: May 1, 1990\*\*

\*\*Effective date of material is deferred until May 15, 1990, pursuant to Special Permission No. 90-427.

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.1 Payment of Rates, and Charges and Deposits (Cont.)

customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered. (N)
- (2) For Service other than End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered and any known unbilled non-usage sensitive charges (N)



ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.1 Payment of Rates, Charges and Deposits (Cont.)

as the bill date), whichever is the shorter (S)(Y)  
interval, except as provided herein, and are (Z)(X)  
payable in immediately available funds. If  
such payment date would cause payment to be  
due on a Saturday, Sunday or Holiday (i.e.,  
New Year's Day, Independence Day, Labor Day,  
Thanksgiving Day, Christmas Day, the second  
Tuesday in November and a day when  
Washington's Birthday, Memorial Day or  
Columbus Day is legally observed), payment for  
such bills will be due from the customer as  
follows:

If such payment date falls on a Sunday or on  
a Holiday which is observed on a Monday,  
the payment date shall be the first Non-Holiday  
day following such following such Sunday or  
Holiday. If such payment date falls on a  
Saturday or on a Holiday which is observed on  
Tuesday, Wednesday, Thursday or Friday, the  
payment date shall be the last Non-Holiday day  
preceding such Saturday or Holiday.

- (3) (b) Further, if any portion of the payment is (T)(X)  
received by the Telephone Company after  
the payment date as set forth in (a)  
preceding, or if any portion of the  
payment is received by the Telephone  
Company in funds which are not imme-  
diately available to the Telephone  
Company, then a late payment penalty  
shall be due to the Telephone Company.

- (X) Filed under authority of Special Permission No. 87-633 of the  
Federal Communications Commission.  
(Y) Reissued material is effective November 12, 1987.



ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.1 Payment of Rates, Charges and Deposits (Cont.)

billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. In addition, if the customer disputes the billed amount and pays the total amount (i.e., the non-disputed amount and the disputed amount) on or before the payment date and the billing dispute is resolved in the favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company if the billing dispute is not resolved within 10 working days following the payment date or the date the customer furnishes to the Telephone Company documentation to support its claim plus 10 working days, whichever date is the later date. The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor is as set forth in 2.4.1(B)(3)(b) preceding. (T)(X)

(3) (d) In the event of a billing dispute, it is the responsibility of the Telephone Company to make available to the customer any information necessary to verify a bill. (T)(X)

(X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.





ACCESS SERVICE

SECTION 2. <u>GENERAL REGULATIONS</u> (Cont.)	(S)	(Y)
2.4 <u>Payment Arrangements and Credit Allowances</u> (Cont.)		
2.4.3 <u>Credit Allowance for Service Interruptions</u>		
(A) <u>General</u>		
A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this	(S)	(Y)
Tariff or in the event that the protective controls applied by the Telephone Company Result in a	(N)	(X)
complete loss of service by the customer as set forth in 6.4.1 following. An interruption period	(N)	(X)
starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.	(S)	(Y)
(B) <u>When a Credit Allowance Applies</u>		
In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:		
(1) For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate	(S)	(Y)
of 1/30 of the sum of the applicable monthly rate elements for each hour that the interruption continues. Any fraction of an hour will be rounded to the nearest hour. That is, any fraction of an hour greater than 30 minutes but less than one full hour will be rounded up to the nearest full hour. Likewise, a fractional hour less than or equal to 30 minutes will be rounded down.	(C)	(X)
	(C)	(X)
(X) Filed under the authority of Special Permission No. 85-976 of the Federal Communications Commission.		
(Y) Reissued material effective October 1, 1985.		

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(S)(Y)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.3 Credit Allowance for Service Interruptions (Cont.)

(B) When a Credit Allowance Applies (Cont.)

- (2) For Special Access Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the sum of the applicable monthly rate elements for each period of 30 minutes that the interruption continues. Any fraction thereof will be rounded to the nearest 30-minute period. That is any fraction of a 30-minute period greater than 15 minutes but less than 30 minutes will be rounded up to the nearest 30-minute period. Likewise, a period less than or equal to 15 minutes will be rounded down.

(S)(Y)

(C)(X)

(C)(X)

(S)(Y)

- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

(S)(Y)

(X) Filed under the authority of Special Permission No. 85-976 of the Federal Communications Commission.

(Y) Reissued material effective October 1, 1985.

ISSUED: November 22, 1985 EFFECTIVE: November 23, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.3 Credit Allowance for Service Interruptions (Cont.)

(D)

(D)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.

(M)

Certain material on this page previously appeared on page 45 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.3 Credit Allowance for Service Interruptions (Cont.)

(C) When a Credit Allowance Does Not Apply (Cont.)

- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in the Telephone Company's Tariff F.C.C. No. 2 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(T)

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(M)

Certain material on this page previously appeared on pages 45 and 46 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.3 Credit Allowance for Service Interruptions (Cont.)

(E) 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 1/1440 of the monthly rate for each period of 30 minutes or major fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.4 Re-establishment of Service Following Fire, Flood or Other Occurrence

(T)

(A) Non-recurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.

(M)

Certain material on this page previously appeared on pages 46 and 47 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.4 Re-establishment of Service Following Fire, Flood or Other Occurrence (Cont.)

(A) Non-recurring Charges Do Not Apply (Cont.)

(4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60-day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allocated time period.)

(B) Non-recurring Charges Apply

Non-recurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.5 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

(M)

Certain material on this page previously appeared on pages 47 and 48 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.6 Ordering, Rating and Billing of Access Services Where  
More Than One Exchange Telephone Company Is Involved

Transport or Channel Mileage element in the Exchange Telephone Company operating territory to the Telephone Company premises for the other end of the Transport or Channel Mileage element in the other Exchange Telephone Company operating territory. The rate for the Transport or Channel Mileage element will be the rate in each

(Y)

(Y)

(D)

(Y) Filed under authority of Special Permission No. 88-389 of the Federal Communications Commission.

(T)

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.6 Ordering, Rating and Billing of Access Services Where  
More Than One Exchange Telephone Company Is Involved (Cont.)

Exchange Telephone Company's tariff for the mileage (Y)  
measured as set forth in the preceding sentence.  
Each Exchange Telephone Company's charge for the  
Transport or Channel Mileage element will be  
the product of the Exchange Telephone Company's  
rate for the mileage measured between the two  
Telephone Company premises for the two ends of the  
Transport or Channel Mileage element and the  
mileage from the Exchange Telephone Company's  
premises to the interconnection point, divided by  
the sum of the mileage from the rating Exchange  
Telephone Company premises to the interconnection  
point and the mileage from the other involved  
Exchange Telephone Company premises to the  
interconnection point(s). All other appropriate  
charges in each Exchange Telephone Company's tariff  
are applicable.

The interconnection point will be determined by the  
Exchange Telephone Companies involved and will be  
listed in Exchange Carrier Association Tariff F.C.C.  
No. 4.

- (B) Where the customer utilizes the FGA Switched Access  
Service for calls between a Primary Exchange Carrier  
and a Secondary Exchange Carrier within the same  
Extended Area Service calling area, and/or Feature  
Group B Switched Access Service for calls between a  
Primary Exchange Carrier's access tandem and a sub-  
tending Secondary Exchange Carrier, the Secondary  
Exchange Carrier will also apply Switched Access  
Service End Office rates provided the following  
criteria are met:

(Y) Filed under authority of Special Permission No. 88-389 of the (Y)  
Federal Communications Commission. (D)  
(T)

ISSUED: August 30, 1988 EFFECTIVE: August 31, 1988

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.4 Payment Arrangements and Credit Allowances (Cont.)

2.4.6 Ordering, Rating and Billing of Access Services Where  
More Than One Exchange Telephone Company Is Involved (Cont.)

- the Primary and Secondary Exchange Carriers are not the same Telephone Company, (Y)
- the Primary and Secondary Exchange Carriers do not provide service under the same access tariff,
- the Primary and Secondary Exchange Carriers do not have a revenue sharing arrangement where the Primary Exchange Carrier bills the total cost of access which includes the Secondary Exchange Carrier's cost of access.

2.4.7 Notice for Changes in Billing Procedures

The Telephone Company will provide 30 days' notice to all customers if any changes in the billing procedures described in 2.4.6 are made.

(Y) Filed under authority of Special Permission Number 88-389  
of the Federal Communications Commission.

(Y)  
(D)  
(T)

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multi-line terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in 2.1 and 2.2 preceding.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating End User's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Answer/Disconnect Supervision

The term "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 for terminating calls to the exchange as an indication that the called party has answered or disconnected.

(M)

Certain material on this page previously appeared on pages 51 and 90 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

Attenuation Distortion

(S)\*

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

(S)\*

Business Day

The term "Business Day" denotes the times of day that a company is open for business. These are 8:00 a.m. to 5:00 p.m., with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group ordered.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

\* Reissued pursuant to Federal Communications Commission Order in CC Docket No. 93-129, released April 28, 1993. Originally filed under Transmittal Number 54 to be effective on May 1, 1993.

\*\* Filed pursuant to Special Permission No. 93-349.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.6 Definitions (Cont.)

Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the 7-digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "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.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Coin Station

The term "Coin Station" denotes a location where Telephone Company equipment is provided in a public or semi-public place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

(M)

Certain material on this page previously appeared on pages 92, 93, and 93.1 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.6 Definitions (Cont.)

Common Line

A common line-residence is a line or trunk provided under the resident regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local service tariffs.

(T)

(T)

Communications System

The term "Communications System" denotes facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

(T)

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or other entity which subscribes to the services offered under this Tariff, including both Inter-exchange Carriers and End Users.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Directory Assistance

The term "Directory Assistance" denotes the provision of telephone numbers by an operator when the operator location is accessed by a customer by dialing (NPA) 555-1212.

(M)

Certain material on this page previously appeared on pages 94 and 95 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a facility. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire facilities may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a facility, but it is not possible to ensure independent information transmission in both directions. Effective 2-wire facilities may be terminated with 2-wire or 4-wire interfaces.

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching modules and Remote Switching Systems served by a host office in a different wire center.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier

(C)

(C)

(D)

(D)

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

except that a carrier other than a telephone 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.

(C)

(C)

Entry Switch

See First Point of Switching.

Envelope Delay Distortion (EDD)

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Exchange

The term "Exchange" denotes a unit, generally smaller than a local access and transport area, established by the Telephone 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 more designated exchanges comprise a given local access and transport area.

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from a premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to a premises.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.6 Definitions (Cont.)

Grandfathered

The term "Grandfathered" denotes terminal equipment, multi-line terminating systems, and protective circuitry directly connected to the facilities utilized to provide services under the provisions of this Tariff, and which are considered grandfathered under Part 68 of the FCC's Rules and Regulations.

Host Office

The term "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

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Interexchange Carrier or Interexchange Common Carrier

The terms "Interexchange Carrier" or "Interexchange Common Carrier" denote 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.

(M)

Certain material on this page previously appeared on pages 98, 98.1, and 99 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ISSUED: July 2, 1985

EFFECTIVE: October 1, 1985

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.6 Definitions (Cont.)

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "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

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" 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.

Message

See "Call."

(T)

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge

(M)

Certain material on this page previously appeared on pages 99.1, 100, 100.1 and 101 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

(M)

2.6 Definitions (Cont.)

signals), address signaling (e.g., dialing), calling and called number identification, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area or Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office (CO) code plus a four-digit station number.

Off-Hook

The term "Off-Hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Telephone Exchange Service Line.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User premises to an IC premises.

Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the

(M)

Certain material on this page previously appeared on pages 101 and 102 of the Exchange Carrier Association's Tariff F.C.C. No. 1.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

general public for public convenience and necessity, including public and semi-public coin and coinless telephones.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises, at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public highway.

Primary Exchange Carrier

The term "Primary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's first point of switching (i.e., dial tone office for FGA, access tandem for FGB) is located.

(S)(Y)  
| |  
(S)(Y)  
(C)(X)  
| |  
(C)(X)

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

(X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.

(Y) Reissued material is effective November 12, 1987.

ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

Remote Switching Modules and/or Remote Switching Systems

(S)(Y)

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from a Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

(S)(Y)

Secondary Exchange Carrier

(S)(Y)

The term "Secondary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's end user's end office is located and where the customer's first point of switching is provided by a Primary Exchange Carrier who is not the same Exchange Carrier as the Secondary Exchange Carrier.

(S)(Y)

(C)(X)

(C)(X)

Shortage of Facilities of Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User premises.

(X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.

(Y) Reissued material is effective November 12, 1987.

ISSUED: November 3, 1987 EFFECTIVE: November 12, 1987

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ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS (Cont.)

2.6 Definitions (Cont.)

2-Wire to 4-Wire Conversion

(S)(Y)

The term "2-Wire to 4-Wire conversion" denotes an arrangement which converts a 4-wire transmission path to a 2-wire transmission path to allow a 4-wire facility to terminate in a 2-wire entity (e.g., a central office switch).

V and H Coordinated Methods

The term "V and H Coordinated Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services. The use of the term "WATS" or "WATS-type" throughout this tariff is primarily for ordering purposes and is not intended to restrict the use of customers' services when ordering Special Access lines and Switched Access in combination.

(S)(Y)

(N)(X)

(N)(X)

(S)(Y)

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

(S)(Y)

(X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.

(Y) Reissued material is effective November 12, 1987

ISSUED: November 3, 1987 EFFECTIVE: November 12, 1987

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ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.6 Resold Services (Cont.)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont.)

(A) Apportionment and Adjustment of Resold Minutes of Use (Cont.)

(1) Originating Services (Cont.)

Resold originating MTS and/or MTS-type services minutes shall be only those attributable to interstate originating MTS and/or MTS-type minutes and shall not include collect, third number, credit card or intrastate minutes of use.

The resale credit adjustment shall apply for resold originating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

(2) Terminating Services

The Telephone Company will apportion the resold terminating MTS and/or MTS-type services and terminating minutes of use for which the resale credit adjustment applies among the access groups. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For purposes of administering this provision:

(N)

ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.6 Resold Services (Cont.)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont.)

(A) Apportionment and Adjustment of Resold Minutes of Use (Cont.)

(2) Terminating Services (Cont.)

Resold terminating MTS and/or MTS-type services minutes shall be only those attributable to interstate terminating MTS/MTS-type (i.e., collect calls, third number calls, and credit card calls) and shall not include intrastate minutes of use or MTS/MTS-type minutes of use paid for by another party.

The resale credit adjustment shall apply for resold terminating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

(B) Same State/Telephone Company/Exchange Limitation

In order for the rate regulations to apply as set forth in (D) following, the access groups and the resold MTS and/or MTS-type services must be provided in the same state (except when the same extended area service arrangement is provided in two different states by the same telephone company) in the same exchange, provided by the same Telephone Company and connected directly or indirectly. For those exchanges that encompass more than one state, the customer shall report the information by state within the exchange.

(N)

ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.6 Resold Services (Cont.)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont.)

(C) Direct and Indirect Connections

Each of the access group arrangements used by the customer in association with the resold MTS and/or MTS-type services must be connected either directly or indirectly to the customer designated premises at which the resold MTS and/or MTS-type services are terminated. Direct connections are those arrangements where the access groups and resold MTS and/or MTS-type services are terminated at the same customer designated premises.

Indirect originating connections are those arrangements where the access groups and the resold originating MTS and/or MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from access groups to resold MTS and/or MTS-type services.

Indirect terminating connections are those arrangements where the access groups and resold terminating MTS and/or MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from resold terminating MTS and/or MTS-type services to access groups.

(N)



ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.6 Resold Services (Cont.)

3.6.4 Rate Regulations Concerning the Resale of MTS and  
MTS-type Services (Cont.)

(E) Access Groups - Equal Access Office Only

When all the usage on an access group originates from and/or terminates at end offices that have been converted to equal access, the Premium Access Charge per minute as set forth in 3.8 following will apply. The minutes billed Carrier Common Line Access Service charges will be the adjusted originating interstate access minutes and the adjusted terminating interstate access minutes for such access groups.

The adjusted originating access minutes will be the originating interstate access minutes less the reported resold originating MTS and/or MTS-type service minutes of use as set forth in (A)(1) preceding; but not less than zero. The adjusted terminating access minutes will be the terminating interstate access minutes less the reported resold terminating MTS and/or MTS-type service minutes of use as set forth in (A)(2) preceding; but not less than zero.

(N)

ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.6 Resold Services (Cont.)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont.)

(F) Access Groups - Non-Equal Access and Equal Access Offices

When an access group has usage that originates from and/or terminates at both end offices that have been converted to equal access and end offices that have not been converted, both premium and non-premium per minute charges as set forth in 3.8 following will apply respectively. The minutes billed Carrier Common Line Access Service charges will be the adjusted originating interstate access minutes plus the adjusted terminating interstate access minutes for such access groups.

The adjusted originating access minutes will be the originating interstate access minutes less the reported resold originating MTS and/or MTS-type service minutes of use as set forth in (A)(1) preceding; but not less than zero. The adjusted terminating access minutes will be the terminating interstate access minutes less the reported resold terminating MTS and/or MTS-type service minutes of use as set forth in (A)(2) preceding; but not less than zero.

The adjusted originating access minutes and the adjusted terminating access minutes will be apportioned between premium and non-premium access minutes using end-office specific usage data when available, or when usage data are not available, the premium and non-premium ratios developed as set forth in 6.6.1(C)(3) following. The premium and non-premium per minute charges set forth in 3.8 following will apply to the respective premium and non-premium access minutes determined in this manner. (N)



ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.7 Rate Regulations

3.7.1 Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations as set forth in 3.7.4 following (Determination of Premium and Non-Premium Charges) except as set forth in 3.6.4 preceding (Resale) and 3.7.3 following (PIU).

3.7.2 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment except for Feature Group C operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls recorded by the customer. The Telephone Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

(N)



ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

3.7 Rate Regulations (Cont.)

3.7.4 Determination of Premium and Non-Premium Charges (Cont.)

- (B) Access minutes for all non-premium rated Switched Access Service subject to Carrier Common Line charges will be multiplied by the Non-Premium Access per minute rate as set forth in 3.8 following.
- (C) Carrier Common Line charges shall not be reduced as set forth in 3.6.1 preceding unless Switched Access Charges, as set forth in Section 6. following, are applied to the customer's Switched Access Services.
- (D) Terminating Premium Access or Non-Premium Access, per minute charges(s) apply to:
- all terminating access minutes of use;
  - all originating access minutes of use associated with FGA Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;
  - all originating access minutes of use associated with calls placed to 700, toll free and 900 numbers, less those originating access minutes of use associated with calls placed to 700, toll free and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges. (T)

ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

(N)

3.7 Rate Regulations (Cont.)

3.7.4 Determination of Premium and Non-Premium Charges (Cont.)

(D) (Cont.)

When the customer makes this report available to the Telephone Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in (E) following. If a billing dispute arises concerning the customer provided report, the Telephone Company will request the customer to provide the data the customer used to develop the report. The Telephone Company will not request such data more than once a year. The customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Telephone Company until after billing, it shall be used by the Telephone Company to calculate and post a credit to the customer's account. The credit shall be posted to the customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

(E) The originating Premium Access or Non-Premium Access, per minute charge(s) apply to:

- all originating access minutes of use;

(N)

ACCESS SERVICE

SECTION 3. CARRIER COMMON LINE ACCESS SERVICE (Cont.)

3.7 Rate Regulations (Cont.)

3.7.4 Determination of Premium and Non-Premium Charges (Cont.)

(E) (Cont.)

- less those originating access minutes of use associated with FGA Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;
- less all originating access minutes of use associated with calls placed to 700, toll free and 900 numbers;
- plus all originating access minutes of use associated with calls placed to 700, toll free and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (D) preceding.

3.8 Rates and Charges

<u>Premium Access</u>	<u>Rate</u>	
- Terminating Per Access Minute	\$.0018	(R)
- Originating Per Access Minute	\$.0118	(R)
<u>Non-Premium Access</u>		
- Terminating Per Access Minute	\$.0008	(R)
- Originating Per Access Minute	\$.0008	(R)







ACCESS SERVICE

SECTION 4. END USER ACCESS SERVICE (Cont.)

(N)

4.6 Rate Regulations (Cont.)

4.6.4 Business Services

(A) Single Line Service

When an end user is provided a single local business exchange service in a state, semi-public service and multiparty service included, and when this local business exchange service is provided under the general and/or local exchange service tariffs, the EUCL Single Line Business - Individual line or trunk rate as set forth in 4.6.7 following, applies to each such business individual line or trunk. In the case of multiparty service each party is deemed to be a user of an EUCL.

(B) Multiline Service

When an end user is provided more than one local business exchange service in a state by the same Telephone Company, semi-public service and multiparty service included, and when a local exchange service is provided under the general and/or local exchange service tariffs, the EUCL-Multiline Business - Individual line or trunk rate, as set forth in 4.6.7 following, applies to each such Multiline Business individual line or trunk. In the case of multiparty service each party is deemed to be a user of an EUCL.

(N)





ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

5.1 General

This section sets forth the regulations for Access Orders for Switched and Special Access Services.

An Access Order is an order to provide the customer with Switched Access Service or Special Access Service or to provide changes to existing services.

5.1.1 Ordering Conditions

A customer may order any number of services of the same type between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multi-point service.

The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2 following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Orders for Feature Group A Switched Access Service shall be in lines. (S)(Y)  
(S)(Y)

(D)(X)  
| |  
(D)(X)

- (X) Filed under authority of Special Permission No. 87-633 of the Federal Communications Commission.
- (Y) Reissued material is effective November 12, 1987.















ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (M)  
(Cont.)

5.2 Access Order (Cont.)

5.2.3 Cancellation of an Access Order (Cont.)

(b) The charge for the minimum period of Switched or Special Access Service ordered by the customer.

(4) Charges applicable as specified in (3)(a) preceding include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

(D) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

5.2.4 Selection of Facilities for Access Orders

(A) When there are analog or digital high capacity facilities to a Hub on order or in service for a customer's use, the customer may request a specific facility or transmission path be used to provide the Switched or Special Access Service requested in (M)

Certain material on this page previously appeared on pages 135, 135.1, and 136 of the Exchange Carrier Association's Tariff F.C.C. No. 1.



ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE  
(Cont.)

5.2 Access Order (Cont.)

5.2.7 Access Orders for Services Provided by More than One Telephone Company

Access Services provided by more than one Telephone Company are services where one end of the Local Transport or Channel Mileage element is in the operating territory of one Telephone Company and the other end of the element is in the operating territory of a different Telephone Company or where the end office and the office providing Toll Free Number Data Base queries are in the operating territories of different Telephone Companies. (T)

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in 2.4.6 preceding, to be used by the Telephone Companies involved in providing the Access Service. Switched Access Services provided jointly with U S West Communications are provided on a single bill/multiple tariff billing basis. Switched Access Services provided jointly with Lincoln Telephone and Telegraph Company and all Special Access Services are provided on a multiple company billing basis.

Single Bill/Multiple Tariff

Each Telephone Company will receive an order or a copy of the order from the customer and arrange to provide the service. The Bill Rendering Telephone Company will:

- determine and include all other recurring and nonrecurring rates and charges for each involved Telephone Company;

ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE  
(Cont.)

5.2 Access Order (Cont.)

5.2.7 Access Orders for Services Provided by More than One Telephone Company (Cont.)

Single Bill/Multiple Tariff (cont'd)

- identify each involved Telephone Company's rates and charges separately on the bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Bill Rendering Telephone Company. If payments are to be sent directly to the Bill Rendering Telephone Company, the non-bill rendering Telephone Company(s) will provide the customer with written authorization for the payment arrangement.

(S)

Multiple Company (Interconnection Point) Billing

Each Telephone Company will provide its portion of the Access Service within its operating territory to an interconnection point(s) (IP) with the other Telephone Company. The interconnection point(s) and Billing Percentages will be determined by the Telephone Companies involved in providing the Access Service and listed in Exchange

(S)

(S)

(S)

Certain material on this page previously appeared on sixth revised page 64.

ISSUED: February 13, 1989

EFFECTIVE: February 15, 1989\*

\* Effective date of material is deferred until March 1, 1989, pursuant to Special Permission No. 89-169.

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ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE  
(Cont.)

5.2 Access Order (Cont.)

5.2.7 Access Orders for Services Provided by More than One Telephone Company (Cont.)

Carrier Association Tariff F.C.C. No. 4.  
Each Telephone Company will bill the customer for its portion of the service as set forth in 2.4.6. All other appropriate charges in each Telephone Company tariff are applicable.

- (A) For Feature Group A and B Switched Access Services, the access customer must place an order with the Telephone Company in whose territory the customer's first point of switching is located, (i.e., FGA - dial tone office, FGB - access tandem). For FGB, the customer shall furnish a copy of the order to the Telephone Company, which has no access tandems and which serves as a Secondary Exchange Carrier.
- (B) For Feature Groups C and D Switched Access Service, the customer must place an order with the Telephone Company in whose territory the end office is located. Customers other than MTS/WATS providers may, at their option, order FGD to the access tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same Telephone Company operating territory, the customer must also supply a copy of the order to each additional Telephone Company subtending the access tandem.
- (N)
- (N)
- (N)

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ISSUED: March 20, 1992

EFFECTIVE: June 10, 1992

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ACCESS SERVICE

SECTION 5. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE  
(Cont.)

5.2 Access Order (Cont.)

5.2.7 Access Orders for Services Provided by More than One Telephone Company (Cont.)

(F) For the service(s) ordered as set forth preceding, 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, including Secondary Exchange Carriers.

(S)  
|  
(S)

Certain material on this page previously appeared on the fourth revised page 64.2.

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ISSUED: February 13, 1989

EFFECTIVE: February 15, 1989\*

\* Effective date of material is deferred until March 1, 1989, pursuant to Special Permission No. 89-169.

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