

ACCESS SERVICE

CHECK SHEET

Title Page 1 and Original Pages 1 to 44; 1-1; 2-1 to 2-50; 3-1 to 3-15; 4-1 to 4-9; 5-1 to 5-21; 6-1 to 6-55; 7-1 to 7-81; 8-1 to 8-12; 9-1 to 9-10; 10-1 to 10-12; 11-1 to 11-4; 12-1 to 12-9; 13-1 to 13-16; 14-1; 15-1; 16-1 to 16-7; 17-1 to 17-11; 18-1 to 18-18; 19-1 to 19-7; 20-1 to 20-5; and 21-1 to 21-4 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 62 contain all changes from the original tariff that are in effect on the date hereof.

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5	19th	30	Original	2-13	2nd
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18.4	4th				
18.5	6th				

\*New or Revised Page

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2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

- Where there is no OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the full monthly rates and the selected OPP monthly rates for the period the plan has been in effect.
- Where there is an OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the monthly rates for the longest OPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example:

If a customer subscribes to a 5 year OPP and terminates service during the 48th month, the longest OPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows:

(3 year OPP monthly rate - 5 year OPP monthly rate) X 48

The monthly rates used to calculate termination liability charges are not subject to the reductions set forth in 6.1.3 and 7.3.4 following.

When a customer disconnects some, but not all, of its 44.736 Mbps Services, the monthly rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates.

The termination liability charge applies in addition to applicable minimum period charges.

C. Portability\*

(C)

Portability allows a customer to replace a service in an OPP with another service for the balance of the commitment period. Termination liability will not apply when the customer meets the requirements for portability as specified below:

- The replacement service must be of the same speed or capacity as the disconnected service and must not already be in an OPP.
- The orders to accomplish the replacement are placed with the Telephone Company within sixty (60) days of the disconnect order.
- The number of services included in the OPP remains the same.

\* This regulation will no longer be available to new DS1 OPP customers on or after, October 22, 2004. There will be no change to existing customers.

(N)  
(N)

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ACCESS SERVICE

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

D. DS1 OPP Portability Commitment

(N)

DS1 OPP Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 OPP Termination Liability, as described in 2.11.1.1 (B), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and has terms of 3-years or 5-years. The Portability Commitment cannot be renewed. Customers may purchase Special Access DS1 service under DS1 OPP terms of 3 or 5 years and have the associated Channel Terminations count towards the CL. All installation nonrecurring charges will be billed as applicable as described in Section 2.11.1.1(A).

Following are the terms and conditions associated with the DS1 OPP Portability Commitment:

- (1) Customer commits to a 3-year or 5-year Commitment Level (CL) that is reviewed by the Telephone Company on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all Special Access DS1 Channel Terminations in-service for the most current month in which Telephone Company billing data is available. The initial monthly CL will consist of all Special Access DS1 Channel Terminations, including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the customer provides written notification of their participation into the program; and
- (2) Customer must have a minimum of 40 DS1 Channel Terminations in-service each month and at least 80% of the CL under a 3 or 5 year DS1 OPP each month; and
- (3) Each month, the total number of 3 and 5 Year DS1 OPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
  - (a) If the total number of Channel Terminations, as calculated above, is between 80% and 124% of the CL, no other charges will apply for the previous month.

(N)

Material previously appearing on this page now appears on Original Page 2-23.3.3, Original Page 2-23.3.4 and 8th Revised Page 2-23.4.

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ACCESS SERVICE

2.11 Types of Rates and Charges (Cont'd)

(N)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

D. DS1 OPP Portability Commitment (Cont'd)

(3) (Cont'd)

- (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, the customer will be billed an adjustment factor equal to the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination charge, shown in Section 7.16.4 or Section 24.5.2.6, multiplied by the difference between the actual number of Channel Terminations in-service and 80% of the CL.

Example #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate. For subsequent months, customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate, until 80% of the CL is met.

- (c) If the total number of in-service DS1 Channel Terminations, as calculated above, is greater than 124% of the CL, the customer will be billed an adjustment factor equal to the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination, shown in Section 7.16.4 or Section 24.5.2.6, multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL.

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold(620).

(N)

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ACCESS SERVICE

2.11 Types of Rates and Charges (Cont'd)

(N)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

D. DS1 OPP Portability Commitment (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) (multiplied) by the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(4) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a customer increases the CL.

(5) If the customer elects to terminate the DS1 OPP Portability Commitment or elects to decrease the CL prior to the 3-year or 5-year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations (multiplied) by the lowest prevailing Zone 1 Month-to-Month DS1 recurring Channel Termination rate (multiplied) by the number of months remaining in the term of the Portability Commitment.

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In Month 10 of the 36-month Portability Commitment, Customer C elects to Decrease the CL by 50 Channel Terminations. The Terminations Liability Associated with the decrease is equal to:

(50) Channel Terminations) X (26 months remaining) X (lowest prevailing Zone 1 Month-to-Month recurring Rate)

(N)

E. Additions of Service

(T)

When a customer with an existing OPP wishes to increase the number of services of the same type between the same two locations, it has the following options:

(M)

(1) Subscribe to the additional services under standard rates.

(M)

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2.11 Types of Rates and Charges (Cont'd) (N)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd) (N)

E. Additions of Service (Cont'd) (N)

(2) Subscribe to the additional services under a separate OPP at the then effective OPP rate. (M)

(3) Cancel the existing OPP and include both the existing and the additional services under a new OPP for a commitment period equal to or longer than the original period. No termination charges apply to such cancellation. (M)

F. Extension of Commitment Period (T)

A customer may, at any time prior to the expiration of the selected commitment period for an existing OPP or month to month plan, change to an OPP with a longer commitment period at the then effective OPP rates. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the customer's next bill day following the request for the change. (M)

G. Rate Regulations (T)

Where an OPP is requested coincident with the connection of new service, it will be effective with the establishment of service. (M)

Where an OPP is requested on existing service, the effective date will be the date negotiated with the customer.

At the end of its selected commitment period, the customer will have the option of subscribing to any then effective OPP or of retaining the service under the standard rates in effect at that time.

If the customer does not notify the Telephone Company of its choice prior to the expiration of the commitment period, standard monthly rates will be applied upon expiration of the commitment period.\*

If the customer does not choose one of the preceding options prior to the expiration date of the commitment period, monthly extension rates will be applied upon expiration of the commitment period.

\*This option will no longer be available for new circuits provisioned on or after, December 19, 2003. There will be no change to existing circuits. (M)

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ACCESS SERVICE

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

H. Conversion of Existing Shared Use Facilities

(T)

In some instances customers choose to mix switched and special access channels on the same DS1 or DS3 facility. When ordering a new switched access facility covered by an OPP or when converting an existing month-to-month switched facility to an OPP, any special access channels that are shared on that switched facility must be covered by a Special Access OPP of the same term length.

(M)

(M)

Similarly, when ordering a new special access facility covered by an OPP or when converting an existing month-to-month special facility to an OPP, any switched access channels that are shared on that special facility must be covered by a Switched Access OPP of the same term length.

For those shared use facilities already under a special access term plan, customers will have to select one of the following options: 1) convert switched facilities to the same term and expiration date as the special access facilities they are sharing; or 2) terminate the current special access term plan and establish a new term plan of equal or greater length for both the special and switched access services. No termination liabilities will be assessed for termination of the special access plan. If the customer does not select one of the above options, then the month-to-month switched access rates will be maintained.

I. Zone Restructure

(T)

Rates for DS1 and DS3 services (See Sections 6.3.1 and 7.16) from those Zone 2 central offices previously designed as Zone 1 offices (i.e., New Haven 02, New Haven 03, Bridgeport 01, and Danbury 00) which were ordered under OPPs prior to June 23, 1996, will be "grandfathered" at rates in effect as of June 23, 1996. These rates will remain grandfathered until such time as the applicable OPP term expires, or the grandfathered rate equals or exceeds the Zone 2 rates, whichever is earlier.

2.11.2 Daily Rates (DR)

Flat recurring rates that apply to each continuous 24 hour period, or fraction thereof, that a Program Audio or Video Special Access Service is provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day.

The application of daily rates during a consecutive 30 day period is as follows. Daily rates will be topped at an amount equal to the monthly rate, i.e., the charge to the customer for usage filed at daily rates will not exceed the monthly rate. For each day or partial day of usage after the daily rates have been topped, a charge equal to 1/30th of the monthly rate will apply.

2.11.3 Usage Sensitive Rates

Usage rates are normally associated with Switched Access Service. These rates apply on a per access minute or a per call basis and are accumulated over a monthly period.

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