

5.1 General

This section sets forth the regulations and order related charges for Access Orders for Special Access Services. These charges are in addition to other applicable charges as set forth in other sections of this guidebook. Ordering Options is classified as neither a Local Exchange nor an Interexchange Telecommunications Service.

An Access Order is the customer's request for the Telephone Company to provide the customer with Special Access Service or to provide changes to existing services. An access order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Telephone company may provide. Depending upon the services, facilities or service interval dates requested, one or more access orders may be required to provide the Customer with access service.

5.1.1 Ordering Conditions

A customer may order any number of services of the same type and between the same premises on a single Access Order, except when requested activity involves more than ten Carrier Identification Codes. An additional Access Order is required for each additional group of ten Carrier Identification Codes requiring establishment, removal or change. All details for services for a particular order must be identical except for those for multipoint service. All services on an Access Order must have the same customer requested service date.

An Administrative Charge applies any time a customer initiates an order for service with the following exception:

- When additional Access Orders are required by this section for establishment of, removal of, or changes to multiple Carrier Identification Codes and are submitted at the same time, with the same due dates, for the same central office and the same trunk group, only one Administrative Charge shall apply for the group of orders.

This charge applies once per customer order, regardless of the number of facilities ordered. The applicable charges are set forth in Part 3, Section 7, par 7.5.13 for Special Access Service.

A Design and Central Office Connection Charge applies any time customer-initiated order for service requires engineering design and/or connection or changes at the Telephone Company central office. This charge applies once per circuit for Special Access Services.

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

Except as provided below, the Telephone Company shall permit a requesting telecommunications carrier to commingle an unbundled network element or a combination of unbundled network elements with wholesale services obtained from the Telephone Company, to the extent provided by and subject to the terms and conditions of the requesting telecommunications carrier's interconnection agreement with the Telephone Company (or, if applicable, of the Telephone Company intrastate tariffs).^{/1/}

The Telephone Company need not provide access to (1) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service, unless the requesting telecommunications carrier certifies that all of the following conditions are met^{/1/}:

- (1) The requesting telecommunications carrier has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- (2) The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 enhanced extended link, and each DS1-equivalent circuit on a DS3 enhanced extended link:
 - (i) Each circuit to be provided to each end user customer will be assigned a local number prior to the provision of service over that circuit;
 - (ii) Each DS1-equivalent circuit on a DS3 enhanced extended link must have its own local number assignment, so that each DS3 must have at least 28 local voice numbers assigned to it;

/1/ In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(2) (Cont'd)

- (iii) Each circuit to be provided to each end user customer will have 911 or E911 capability prior to the provision of service over that circuit;
- (iv) Each circuit to be provided to each end user customer will terminate in a collocation arrangement that meets the requirements detailed below;
- (v) Each circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements detailed below;
- (vi) For each 24 DS1 enhanced extended links or other facilities having equivalent capacity, the requesting telecommunications carrier will have at least one active DS1 local service interconnection trunk that meets the requirements detailed below; and

A collocation arrangement meets the requirements in (iv) above if it is:

- (1) Established pursuant to section 251(c)(6) of the Act and located at the Telephone Company's premises within the same LATA as the customer's premises, when the Telephone Company is not the collocator; and
- (2) Located at a third party's premises within the same LATA as the customer's premises, when the Telephone Company is the collocator.

An interconnection trunk meets the requirements of (v) and (vi) above in this certification if the requesting telecommunications carrier will transmit the calling party's number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the EEL.^{/1/}

/1/ In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

A Customer Connection Charge applies any time a customer-initiated order for service requires connection or changes to a Local Distribution Channel (LDC) for Special Access. This charge applies once per LDC, line or trunk affected by the order.

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.

The order date, which is known as the Application Date, is the date on which the Telephone Company receives a firm commitment and sufficient information from the customer to allow processing of the Access Order. The customer is advised of the Application Date at the time the Telephone Company gives the customer a firm order confirmation.

5.1 General (Cont'd)

5.1.2 Provision of Other Services

- (A) In addition to Special Access Services, other services offered under the provisions of this guidebook shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this guidebook, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Telephone Company, the items listed in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.2(C) following will apply when an engineering review is required.
- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Part 2, Section 13, par 13.1. When Additional Engineering is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in Part 2, Section 13, par 13.1 and are in addition to the regulations, rates and charges specified in this section.

5.1.3 Special Construction^{/1/}

The regulations, rates and charges for Special Construction are set forth in AT&T Illinois Guidebook, Part 2, Section 5, except as provided herein.

/1/ Refer to Part 2, Section 20 for Illinois exceptions.

5.2 Access Order

An Access Order is used by the Telephone Company to provide a customer Access Service as follows:

- Special Access Service as set forth in 7. following,
- Other Services as set forth in 5.1.2 preceding.

When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- For all Special Access Services, the customer must specify the customer designated premises or Hubs involved, the type of service (e.g., Video, Direct Analog, Direct High Capacity, etc.), the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each premises may, at the request of the customer, be different but all such interfaces shall be compatible.

Where the Special Access Service is exempt from the Special Access Surcharge as set forth in Part 3, Section 7, par 7.4.2, the customer shall furnish with the order the certification as set forth in that section or reference on the access order the Special Access Service Surcharge Exemption Certificate on file with the Telephone Company.

5.2 Access Order (Cont'd)**(A) Shared Network Arrangement^{/1/}**

A Shared Network Arrangement is a service offering that enables a Customer (the "Service User") to connect subtending services to the multiplexed service of another Customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing for each. Each Customer will be billed for those rate elements associated with their own portion of the service configuration. Under no circumstances will the rates or charges for individual rates elements be split. This offering is limited to service configurations where a Service User obtains subtending circuits from a Host Subscriber's multiplexed service.

Under the Shared Network Arrangement, the Telephone Company may share record information with the Host Subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Telephone Company as is necessary to perform billing reconciliations and/or functions required in connection with maintaining account records.

(1) Establishing a Shared Network Arrangement

When establishing Special Access Service under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the Service User must provide to the Telephone Company the Connecting Facility Arrangement (CFA) and the High Capacity Billing Account Number (HBAN) of the Host Subscriber. The Telephone Company will undertake to connect the Service User's circuits to the Host's service and to establish and maintain separate billing for the Service User's portion of the service, provided that the Service User must: (i) obtain a letter of authorization for the Shared Network Arrangement from the Host Subscriber, and (ii) provide a written copy of the letter of authorization to the Telephone Company if a dispute arises with respect to the authorization for the applicable Services.

(a) Cascading Shared Network Arrangement

In the event that the Service User is requesting a subtending circuit from a Host Shared Network Arrangement with a third-party Host Subscriber (a Cascading shared Network Arrangement), the Service User must also obtain and provide to the Telephone Company the appropriate HBAN and CFA of the third-party Host Subscriber, in order to identify the complete circuit for purposes of maintenance and testing continuity.

In a Cascading Shared Network Arrangement, it is the third-party Host Subscriber's responsibility to notify the Host Subscriber of the cascading Service User and provide them with the cascading Service User contact information prior to the third-party Host Subscriber's Shared Network Arrangement with the cascading Service User.^{/1/}

The Service User (including a cascading Service User) will have Special Access Service under the Shared Network Arrangement, as long as (1) the applicable letter of authorization establishing the Service User's rights to participate in the Shared Network Arrangement has not been withdrawn by the Host Subscriber (or third-party Host Subscriber), and (2) the Host Subscriber maintains the Shared Network Arrangement.^{/1/}

^{/1/} This regulation only applies to Customers purchasing Shared Network Arrangement after 06/01/06.

5.2 Access Order (Cont'd)(A) Shared Network Arrangement^{/1/} (Cont'd)

(2) Disconnects and Modifications of the Shared Network Arrangement

The Host Subscriber of the Shared Network Arrangement can disconnect or modify (groom) the Shared Network Arrangement by following the steps outlined in 5.2(A)(2)(a), below.

(a) Disconnects of SNA

The Host Subscriber can disconnect the Shared Network Arrangement and the Special Access Services under Shared Network Arrangement, but only if the following requirements are met:

- (1) Written notification is provided to all Service Users (including Cascading Service Users) at least 30 days prior to the Host Subscriber issuing the Access Service Request for the disconnection of service; and
- (2) The Telephone Company has been provided a copy of all Service User notifications.

The Service User (including a Cascading Service User) shall submit a request to disconnect their Special Access Service in accordance with the Host Subscriber's or (third-party Host's) written notification. However, if any Service User does not submit a request to disconnect their Special Access Service under the Shared Network Arrangement within 30 days of receiving such notification, the Service User grants the Host Subscriber the right to disconnect the Service User's Special Access Service in accordance with the written notification, and the Telephone Company will have no liability to the Service User as a result of such disconnection.

Billing for services and facilities will continue until a disconnect request(s) for the Special Access Services has been processed by the Telephone Company.

The Service User (including a Cascading Service User) is responsible for any applicable early termination fees associated with the disconnection of its Special Access Service under the discontinued Shared Network Arrangement.

/1/ This regulation only applies to customers purchasing Shared Network Arrangement after 06/01/06.

5.2 Access Order (Cont'd)

- (A) Shared Network Arrangement^{/1/} (Cont'd)
 - (2) Disconnects and Modifications of the Shared Network Arrangement (Cont'd)
 - (b) Grooming Special Access Services under SNA

The Host Subscriber can modify (groom) Special Access Services under a SNA, but only if the following requirements are met:

- (1) Written notification is provided to all Service Users (including a Cascading Service User) 30 days prior to issuing the Access Service Request for the modification; and
- (2) The Telephone Company has been provided a copy of all Service User notifications.

The Service User (including a Cascading Service User) shall submit a request to modify (groom) its Special Access Service in accordance with the Host Subscriber's written notification. However, if any Service User does not submit a request to groom their Special Access Service under the Shared Network Arrangement within 30 days of receiving such notification, the Service User grants the Host Subscriber the right to issue the order for the grooming in accordance with the written notification, and Telephone Company will have no liability to the Service User as a result of such orders. The Service User will be responsible for all Telephone Company fees and charges, including changes to the Service User's recurring charges resulting from the Host Subscriber's modification to the Shared Network Arrangement.

/1/ This regulation only applies to customers purchasing Shared Network Arrangement after 06/01/06.

5.2 Access Order (Cont'd)

5.2.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval

To the extent the Access Service can be made available with reasonable effort, the Telephone Company will provide the Access Service in accordance with the customer's requested interval, subject to the following conditions:

(A) Standard Interval

Schedule that specify installation intervals will also specify the services and quantities of the services that can be provided as specified in Section 5.2.1 (B) (2) and (3). The Telephone Company will adhere to the intervals as specified in Section 5.2.2 (D) (1), except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions). Standard intervals only apply when facilities and equipment are available.

Access Services provided in a Standard Interval will be installed during Telephone Company business days. If a customer requests that installation be done outside of normally scheduled working hours, and the Telephone Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in 13.2.6 following.

(B) Negotiated Interval

The Telephone Company will negotiate a service date interval with the customer when:

- (1) There is no Standard Interval for the service, or
- (2) The quantity of Access Services ordered exceeds the quantities specified in Section 5.2.2(D)(1), or
- (3) The customer requests a service date beyond the applicable standard interval service date.

Standard Intervals

Analog/Voice Grade/DS0	10 days
DS1/DS1 128, 256, 384 Kbps	7 days
DS3	7 days ^{/1/}
OC3 and OC12	7 days ^{/2/}

/1/ Interval only applies where facilities and equipment exist. When facilities and equipment do not exist the interval is dependent upon the complete installation of new facilities and equipment.

/2/ Interval will begin once SBC determines facilities and equipment exist.

5.2 Access Order (Cont'd)

5.2.1 Access Order Service Date Intervals (Cont'd)

(B) Negotiated Interval (Cont'd)

The Telephone Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service date, or, when there is no Standard Interval, the Telephone Company offered service date.

Each part-time Video and Program Audio Special Access service is subject to a service inquiry. A service inquiry is a request to the Telephone Company to determine if facilities exist to provide the service ordered and to determine the service date on which service can be provided to the customer.

All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

5.2.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is available for the customer's use. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the Customer still desires the Access Order modification, the Telephone Company will schedule a new service date. All charges for Access Order modifications will apply on a per occurrence basis.

Any increase in the number of Special Access Service channels will be treated as a new Access Order (for the increased amount only).

If order modifications are necessary to satisfy the transmission performance for a Special Access Service ordered by a Customer these changes will be made without order modification charges being incurred by the Customer.

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge/Dispatch Charge

A Service Date Change Charge will apply when a Customer modifies an Access Order service dates for the installation of new services or rearrangements of existing services.

- (1) For Service other than Base Rate 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, DS1 and DS3 special access service:

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Telephone Company and reissued with the appropriate cancellation charges as set forth in 5.2.3(A) following.

- (2) For Base Rate, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, DS1 and DS3 special access service:

If a Customer does not accept Access Service within 30 calendar days after the original service date, the Customer will, at its option:

- (a) Cancel its Access Order, in which case Section 5.2.3 (B) shall apply, or
- (b) Accept billing within 30 calendar days after the original service date, in which case billing will begin; or
- (c) Neither cancel the Access Order nor accept service, in which case the following will apply. If the Customer neither cancels the Access Order nor accepts service, all applicable service charges shall begin to accrue on the 31st calendar day after the original service date (the Effective Billing Date). If the customer accepts service within 90 calendar days after the original service date, the Telephone Company will commence billing upon the Customer's acceptance of service and such billing will apply as of the Effective Billing Date. If the Customer fails to accept service within 90 calendar days after the original service date, the Telephone Company will cancel the relevant Access Order(s) and will bill the Customer for cancellation charges as set forth in Section 5.23 (B), following, plus all charges accrued between the Effective Billing Date and the date of cancellation using the rate associated with the shortest term available for the service being cancelled.

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge/Dispatch Charge (cont'd)

- (3) When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply.

Failure to notify, as noted below, the Telephone Company prior to the original service date to request a different service date will result in the application of a Service Date Change Dispatch Charge for installation, moves and rearrangement of services. If a Telephone Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify the Telephone Company before 3:00PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Dispatch Charge will apply.

If the Customer reschedules the service date, a Service Date Change Charge, as set forth following will also apply. If the customer cancels the service date, cancellation charges will also apply in accordance with terms and conditions for cancellation charges as set forth in 5.2.3, following. Cancellation of the order will not preclude the application of the Service Date Change Charge and/or the Service Date Change Dispatch Charge assessed for prior occurrences on the same order.

A new service date may be established that is prior to the original standard or negotiated interval service date if the Telephone Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the Customer will be notified by the Telephone Company that Expedited Order Charges as set forth in (D) following will apply. Such charges will apply in addition to the Service Date Change Charge.

- (4) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge, per order	OMC	\$24.70

A Service Date Change Dispatch Charge will apply per occurrences when a technician is dispatched to the Customer's premises and the customer is not ready for service. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Dispatch Charge, per occurrence	VT6DN	\$200.00

Pursuant to Ill. C.C. Order in Docket No. 08-0249 dated June 25, 2008

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge/Dispatch Charge (cont'd)

- (5) An exception to the Service Date Change Charge provisions in Section 5.2.2.A(1) and (3), above, applies for OPT-E-MAN and AT&T Switched Ethernet Service. The following provisions apply:

If a customer is unable to accept service on the original due date, the customer may issue one or more supplements to an access order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, the Telephone Company will accordingly delay the start of service and the customer will incur a Service Date Change Charge. The first supplement to the access order must be received by the Telephone Company on or before 30 calendar days after the original due date.

If a customer issues a supplement to an access order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 121st calendar day after the original due date and the charges specified in Section 5.2.2.A(4) will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 121st calendar day after the original due date.

If a customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 31st calendar after the original due date and charges specified in Section 5.2.2.A(4) will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 31st calendar day after the original due date.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Special Access Service channels (as applicable in Section 5.2.3) will be treated as a partial cancellation and the charge as set forth in 5.2.3(B) following will apply.

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions, type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change.

The applicable charge is:

	USOC	Charge
Design Change Charge		
- per order	H28	\$58.00

If a change of service date is required, the Service Date Change Charge as set forth in (A) preceding will also apply.

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Expedited Charges

- (1) Analog (Metallic, Telegraph and Direct Analog), DS0 (Base Rate), DS1 128, 256, 384 Kbps, DS1/DS3 Access Services, OC-3 and OC-12 Point-to-Point Services.

If a customer desires that service be provided on a due date earlier than the standard interval, the customer may request that service be provided on an expedited service interval. To qualify for an expedited interval the customer must provide End User premises access, where needed, until 11 PM (CT), Monday-Friday.

When the customer requests a 0-2 day expedite interval, on Analog (Metallic, Telegraph, Direct Analog), DS0 (Base Rate), DS1 128, 256, 384 Kbps, and DS1/DS3 Access Service, the request must be received by the Telephone Company by 8:30 AM (CT), Monday-Friday. All 0-2 day expedite interval requests received after 8:30 AM (CT) will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedite due date.

On OC-3/OC-12 Point-to-Point services when a customer requests a 4, 5 or 6 day expedite the request must be received by the Telephone Company no later than 8:30 AM (CT) Monday-Friday. If received after 8:30 AM (CT) the order will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedite due date. APP day 0 does not begin until SBC verifies facilities, or determines facilities are not in place.

If, upon reviewing availability of equipment, facilities and scheduled workload, the Telephone Company agrees to provide service on an expedited basis and the customer accepts this proposal, an Expedite Order Charge (in case of Analog, DS0, DS1 128, 256, 384 Kbps, and DS1 Access Services) or Expedite Circuit Charge (in case of DS3 Access Service, OC-3 and OC-12 Point-to-Point Services) will apply.

The maximum number of circuits, which may be expedited, is limited to twelve (12) two-point or six (6) multi-point Analog/DS0 circuits at the same location; a limit of nine (9) DS1 circuits at the same location; a limit of four (4) DS1 128, 256, 384 Kbps circuits at the same location; a limit of two (2) DS3 circuits at the same location; a limit of one (1) OC-3 Point-to-Point circuit at the same location; and a limit of one (1) OC-12 Point-to-Point circuit at the same location. When the number of access circuits exceeds the maximum threshold, the interval will be negotiated.

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Expedited Charge (Cont'd)

- (1) Analog (Metallic, Telegraph and Direct Analog), DS0 (Base Rate), DS1 125, 256, 384 Kbps, DS1/DS3 Access Services, OC-3 and OC-12 Point-to-Point Services (Cont'd)

If the Telephone Company determines that service can be provided on an expedited basis, the following charges will apply based upon agreed upon expedited service interval. The Expedited Order Charge (in case of Analog, DS0, DS1 128, 256, 384 Kbps, and DS3 Access Services) applies on a per order basis regardless of the number of circuits on the order. The Expedited Circuit Charge (in case of DS3 Access Services, OC-3 and OC-12 Point-to-Point Services) applies on a per circuit basis.

Analog/Voice Grade/DS0 Access Service		
<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedited Order Charge</u>
EODXN	9 days	\$375.00
EODXL	8 days	425.00
EODXJ	7 days	475.00
EODXG	6 days	525.00
EODXE	5 days	575.00
EODXC	4 days	625.00
EODXA	3 days	675.00
EODWR	2 days	1,500.00
EODWQ	1 day	2,000.00
EODWP	0 day	2,500.00

DS1/LT1/DS1 128, 256, 384 Kbps Access Services		
<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedited Order Charge</u>
EODXV	6 days	\$525.00
EODXT	5 days	575.00
EODXR	4 days	625.00
EODXP	3 days	675.00
EODWO	2 days	1,500.00
EODWN	1 day	2,000.00
EODWM	0 day	2,500.00

DS3/LT3 Access Services		
<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedited Order Charge</u>
EODWL	6 days	\$1,500.00
EODWK	5 days	2,000.00
EODWJ	4 days	2,500.00
EODWH	3 days	3,000.00
EODWG	2 days	3,500.00
EODWF	1 day	4,000.00
EODWE	0 day	4,500.00

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Expedited Charge (Cont'd)

- (1) Analog (Metallic, Telegraph and Direct Analog), DS0 (Base Rate), DS1 125, 256, 384 Kbps, DS1/DS3 Access Services, OC-3 and OC-12 Point-to-Point Services (Cont'd)

OC-3 Point-to-Point Service

<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedited Order Charge</u>
EODJG	6 days	\$1,900.00
EODJF	5 days	2,500.00
EOJEJ	4 days	3,200.00

OC-12 Point-to-Point Service

<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedited Order Charge</u>
EODJO	6 days	\$2,400.00
EODJN	5 days	3,200.00
EOJJM	4 days	4,000.00

- (a) In addition to Expedited Order Charges, or Expedited Circuit Charges, special construction charges may apply, if the Telephone Company determines that additional cost will be incurred.
- (b) When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as specified in (A) preceding, also applies.
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge or Expedited Circuit Charge will apply, unless the missed service date was caused by the customer.
- (d) The Telephone Company will adhere to the expedite intervals as specified above, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Expedited Charge (Cont'd)

- (2) For all Access Services, excluding Analog (Metallic, Telegraph and Direct Analog), DS0 (Base Rate), DS1 128, 256, 384 Kbps, DS1/DS3 Access Services, OC-3 and OC-12 Point-to-Point Services

If the customer desires that service be provided on an earlier date than that which has been established for the access order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Telephone Company determines that service can be provided on the requested date and that additional labor cost or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. Such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in Part 2, Section 13, par 13.2.6(A).

- (a) Extraordinary Costs: The special construction terms and conditions specified in AT&T Illinois Guidebook will be used by the Telephone Company to determine charges to recover the extraordinary costs which may be involved. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of AT&T Illinois Guidebook.
- (b) When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as specified in (A) preceding, also applies.
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge or Expedited Circuit Charge will apply, unless the missed service date was caused by the customer.
- (d) Telephone Company will adhere to customer requested expedites approved by the Telephone Company, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (excluding the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), and AT&T Switched Ethernet Service)

(A) A Customer may cancel an Access Order for the installation of service on any date prior to the installation of service. The cancellation date is the earliest date the Telephone Company receives written notice from the Customer that the order is to be canceled. Termination liability charges, associated with term plans, will not apply to orders that are cancelled within 90 calendar days after the original service date where the Customer has accepted billing but not accepted service.

(B) When Cancellation Charges Apply

When a Customer cancels an Access Order, a Cancellation Charge will apply.

Cancellation charges are calculated by multiplying the nonrecurring charges (NRC) associated with the shortest term available for the service being cancelled, by the applicable critical date percentage shown in the Table of Cancellation Charge Percentages, following, for the critical date last completed on the order, plus:

- (1) the Administration Charge
- (2) Other charges specified in Section 5.2.2 (Access Order Modifications), if applicable

Example

If a Customer submits an order to install a new DS1 Local Distribution Channel and then cancels the order after the Design, Verified, and Assigned (DVA) critical date, but before the Wired and Office Tested (WOT) critical date, the cancellation charge will be calculated as follows:

Cancellation Charge = 55.7% (from the Table of Cancellation Charge Percentages, following) X (Design and Central Office Connection Charge, per circuit + Customer Connection Charge, per termination).

The Administration Charge and other charges specified in Section 5.2.2 (Access Order Modifications), if applicable, are added to the cancellation charge.

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (excluding the following Special Access Services: Optical Carrier network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

(B) When Cancellation Charges Apply (Cont'd)

The critical dates tracked by the Telephone Company are as follows:

- Application (APP) Date: The date by which the Customer must provide to the Telephone Company both (1) a firm commitment for service and (2) sufficient information to enable the Telephone Company to begin service provisioning. This is also the order date.
- Scheduled Issue Date (SID): The date that the order is entered into the Telephone Company's order distribution system.
- Loop Assignment and Make-up (LAM) Date: The date by which Local Loop Assignment and Make-up information is available.
- Engineering Information Report Date (EIRD): The date that the engineering information report for facilities and station equipment is received by the engineering control office (ECO).
- Design Layout Report Date (DLRD): The date the Design Layout Report is forwarded to the Customer.
- Records Issue Date (RID): The date that all design and assignment information is sent to the central office and installation forces.
- Designed, Verified, and Assigned (DVA) Date: The date by which field implementation groups report that all documents and materials have been received.
- Wired and Office Tested (WOT) Date: The date by which all intraoffice wiring is completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is installed and tested.
- Frame Continuity Date (FCD): The date on which frame-to-frame testing is completed. This is sometimes referred to as the Facility Continuity Check Date.
- Plant Test Date (PTD): The date on which overall testing of the service is performed.
- Service Date (DD): The date on which service is made available to the Customer. This is sometimes referred to as the Due Date.

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (excluding the following Special Access Services: Optical Carrier network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

(B) When Cancellation Charges Apply (Cont'd)

Table of Cancellation Charge Percentages											
Critical Dates (Percentage of Total Provisioning Cost)											
On or After:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
Before:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
Special Access Services											
Metallic Service	1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	100
Telegraph Service	1.6	4.8	8.9	13.6	17	22.2	34.7	43.9	56.9	84.6	100
Direct Analog Service	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100
Dedicated Access Line	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100
Program Audio Service	1.4	4.1	5.8	8.3	11.5	16.2	28	37.1	49.5	80.5	100
Base Rate Service	1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100
DS1 Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
DS3 Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Video	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
All Other Special Access Services	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100

(C) When Cancellation Charges Do Not Apply

- (1) When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (2) 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 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation**(A) Cancellation of a letter of agreement**

- (1) When facilities must be constructed prior to the Telephone Company receipt of an Access Order (e.g., construction of OC-192 Dedicated Ring where facility assignment is not yet available, due to lack of spare capacity), excluding special construction as described in the AT&T Interstate Access Guidebook, Part 1, Section 8, the customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate as previously provided by the Telephone Company of the cancellation charges as defined at 5.2.3.1(A)(2). A customer may cancel a written letter of agreement. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the letter of agreement is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void.

If a customer does not place an Access Order for the services within 30 days of receiving notification that the network is ready for the services ordered, the letter of agreement will be deemed cancelled.

- (2) When a customer cancels a letter of agreement, cancellation charges will apply as follows:
 - (a) Installation of facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or on preparation thereof which would not otherwise have been incurred.
 - (b) Where an Access Order has been issued, cancellation charges shall apply as indicated in Section 5.2.3.1(B) following.
 - (c) Applicable letter of agreement cancellation charges will be calculated from the costs incurred by the Telephone Company at the time the letter of agreement is cancelled. The cancellation charge equals:
 - (i) Non-recoverable cost of equipment and material ordered, provided or used, and
 - (ii) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.
 - (iii) Less previously collected special construction charges, if applicable.

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation (Cont'd)

(B) Cancellation of Access Order

- (1) A customer may cancel an Access Order for installation of service. The Access Order must be cancelled at least one (1) day before the service date.

The cancellation date is the date the Telephone Company receives written notice from the customer that the order is to be cancelled.

Cancellation charges are applied based upon the type of special access service being cancelled which is categorized as either, 1) "point to point" service or 2) "non-point to point" service. However, at no time will cancellation charges apply until costs for installation of facilities have been incurred by the Telephone Company. Service installation costs incurred by the Telephone Company start on the application date, when the Telephone Company confirms the order with the Customer.

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation (Cont'd)

(B) Cancellation of Access Order (Cont'd)

(2) When Cancellation Charges Apply for “Point to Point” Services

When a Customer cancels an Access Order (or a part of an order) for a “point to point” service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

(a) When a “point to point” service is cancelled on or before the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below. When a lower-speed “point to point” service (e.g., OC-3c OCN Point-to-Point Service) with a Connecting Facility Assignment (CFA) of a higher-speed “point to point” or “non-point to point” service (e.g., OC-12 OCN Point-to-Point Service) is cancelled, and a cancelled service has no channel termination or local distribution channel, a cancellation charge will apply on a per circuit basis as shown in the table below:

Product Category/Type	Cancellation Charge (Per Circuit)
OC-3	\$600.00
OC-12	800.00
OC-48	1,200.00
OC-192	2,500.00
GigaMAN	800.00

(b) When a “point to point” service is cancelled after the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below:

Product Category/Type	Cancellation Charge (Per Circuit)
OC-3	\$2,900.00
OC-12	3,100.00
OC-48	3,700.00
OC-192	4,000.00
GigaMAN	3,200.00

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation (Cont'd)

(B) Cancellation of Access Order (Cont'd)

(3) When Cancellation Charges Apply for "Non-Point to Point" Services (Type A)

Cancellation charges for "non-point to point" services (Type A) are applied based on actual costs incurred by the Telephone Company as described in Section 5.2.3.1(A)(2) and 5.2.3.1(B)(3)(b). The table below lists the "non-point to point" services (Type A) pertaining to this section:

"Non-Point to Point" Services (Type A)

- Dedicated Ring Service
- SONET Xpress
- Multi-service Optical Network Ring Service
- Optical Ethernet Metropolitan Area Network

When a Customer cancels an Access Order (or a part of an order) for a "non-point to point" service (Type A), cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

When an order for "non-point-to-point" service (Type A) is cancelled, applicable charges will be calculated from the costs incurred by the Telephone Company at the time the Access order is cancelled. The Cancellation Charge equals:

- (a) Non-recoverable cost of equipment and material ordered, provided or used, and
- (b) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation (Cont'd)

(B) Cancellation of Access Order (Cont'd)

(4) When Cancellation Charges Apply for “Non-Point to Point” Services (Type B)

Cancellation charges for “non-point to point” services (Type B) are applied based upon the tiered fee schedule outlined below. The table below lists the “non-point to point” services (Type B) pertaining to this section:

“Non-Point to Point” Service (Type B)

- AT&T Switched Ethernet Service

When a Customer cancels an Access Order (or a part of an order) for a “non-point to point” service (Type B), cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

When a “non-point-to-point” service (Type B) is cancelled, applicable charges will be calculated based on the number of calendar days between the Telephone Company’s receipt of the Access Order and the Cancellation Date. A cancellation charge will apply on a per port connection basis as shown in the table below:

<u>USOC</u>	<u>Cancellation Date – Calendar Days After Receipt of Order</u>	<u>Cancellation Charge (Per Port connection)</u>
NRFSC	0-10	\$0.00
NRFSD	11-30	0.00
NRFSE	31-60	2,000.00
NRFSE	61+	3,000.00

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (for the following Special Access Services: Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), SONET Xpress Service, Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) and AT&T Switched Ethernet Service) (Cont'd)

5.2.3.1 Letter of Agreement Cancellation (Cont'd)

(B) Cancellation of Access Order (Cont'd)

(5) When Cancellation Charges Do Not Apply

- (a) When a customer cancels an order for the termination of existing service.
- (b) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.q., acts of God, governmental requirements, work stoppages and civil commotion), the customer may cancel the Access Order without incurring cancellation charges.
- (c) If the customer cancels a letter of agreement prior to the start of installation of access facilities.
- (d) If the customer cancels a network reconfiguration order (e.q., move, change or disconnect).
- (e) If an order is cancelled because customer does not agree to pay applicable Special Construction charges as described in AT&T Illinois Guidebook, Part 2 Section 5.

5.2 Access Order (Cont'd)

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 the customer's use, the customer may request a specific channel or transmission path be used to provide the Special Access Service requested in an Access Order. The Telephone Company will make a reasonable effort to accommodate the customer request.
- (B) For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing as set forth in 11. following.

5.2.5 Minimum Period

- (A) Except as set forth in (B), (D), Part 3, Section 7, par 7.4.5, and Part 2, Section 13, par 13.3.4(C)(1)(b), (c) and (d), the minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The minimum period for part-time Video and Program Audio Special Access Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.).
- (C) Service Rearrangements as set forth in Part 3, Section 7, par 7.4.1(C)(5) and 7.4.1(C)(6) and for Special Access may be made without a change in minimum period requirements.

The changes listed below will cause a new minimum period to be established.

- (1) A change of customer of record (i.e., Access Service is provided to and billed to a different entity), unless the new customer assumes liability for both current and prior charges for the service.
 - (2) A change in customer premises or customer's end user's premises
 - (3) A change in type of service (i.e., Switched Access to Special Access, one type of Special Access to another
 - (4) A change in Local Distribution Channel (number or type) in Special Access (Part 3, Section 7, following)
 - (5) Reserved for future use
 - (6) A change in traffic type
 - (7) A change from two point to multipoint Special Access Service or from multipoint to two-point Special Access Service
- (D) The minimum period for Special Access Services provided on an Individual Case Basis (ICB) and for Specialized Services Arrangement is as specified in the ICB filing.
 - (E) Reserved for future use

5.2 Access Order (Cont'd)**5.2.6 Minimum Period Charges**

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (A) Reserved for future use
- (B) For Special Access Service, the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in Part 3, Section 7, par 7.5

The Minimum Period Charge for part-time Video and Program Audio Services is the applicable daily rate for the service as set forth in Part 3, Section 7, par 7.5.

The Minimum Period Charges for the Optional Payment Plan (OPP) are the monthly payments for the OPP term.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

5.2.7 Shared Use Facilities

Shared Use (i.e., Switched and Special Access Services provided over the same analog or digital high capacity facilities) is allowed. Shared use facilities to a Hub will be ordered and provided as Special Access Service. While shared use is allowed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

5.3 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Telephone Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with the customer's requested service date interval. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

5.5 Access Order Standard Intervals

The Standard Intervals will be used for all Access Orders for Special Access Services of the same channel type with the same requested service date. For purposes of determining Standard Intervals, two-point is one type and multipoint is a different type.