



Southern California Edison  
Rosemead, California

Schedule Cal. PUC No. 1-T  
Original Title Sheet.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

Tariff Schedule Applicable to  
**INTRASTATE DEDICATED POINT-TO-POINT SERVICES**  
of  
**SOUTHERN CALIFORNIA EDISON COMPANY**

**U-6096-C**

Applying to Intrastate Dedicated Point-to-Point Communications Services Between Points in the State of California, and Containing Rates, Rules and Regulations Governing Service.

(To be inserted by utility)  
Advice 4  
Decision 98-12-083  
TELECO.DOC

Issued by  
John Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Sep. 21, 1999  
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Resolution \_\_\_\_\_

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet Number</u>	<u>Revision</u>	<u>Sheet Number</u>	<u>Revision</u>	
Title Sheet	Original	30	Original	
1	2 <sup>nd</sup> Revised*	31	Original	(T)
2	2 <sup>nd</sup> Revised*	32	Original	(T)
3	Original	33	Original	
4	Original	34	Original	
5	Original	35	Original	
6	Original	36	Original	
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9	Original	39	Original	
10	Original	40	Original	
11	Original	41	Original	
12	Original	42	Original	
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14	Original	44	Original	
15	Original	45	Original	
16	Original	46	Original	
17	Original	47	Original	
18	Original	48	Original	
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21	Original	52	Original	
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23	Original	54	Original	
24	Original	55	Original	
25	Original	56	Original	
26	Original	57	Original	
27	Original	58	Original	
28	Original	59	Original	
29	Original	60	Original	

\* - included in current filing.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**CHECK SHEET** (cont'd.)

<u>Sheet Number</u>	<u>Revision</u>	<u>Sheet Number</u>	<u>Revision</u>
61	Original		
62	Original		
63	2 <sup>nd</sup> Revised*		(T)

\* - included in current filing.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the CPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the CPUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.(A).
  - 2.(A).1
  - 2.(A).1.(a).
  - 2.(A).1.(a).1.
  - 2.(A).1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the CPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**PRELIMINARY STATEMENT**

This tariff sets forth the rates, rules and regulations of Southern California Edison Company ("Company") applicable to its provision of dedicated point-to-point services within the State of California to customers located in certain exchange areas served by Pacific Bell and GTE California.

The Company has been authorized by the California Public Utilities Commission ("CPUC") to provide competitive local exchange services and interexchange services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate dedicated point-to-point services by Southern California Edison Company to customers within the State of California.

This tariff applies only for the use of the Company's services for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

**AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770

The tariff is also available for public inspection at the California Public Utilities Commission.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**EXPLANATION OF SYMBOLS**

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify reduction.
- (T) - To signify a change in wording of text but not change in rate, rule or condition.



## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**EXPLANATION OF SYMBOLS** (*cont'd.*)**ABBREVIATIONS**

- DCS - Digital Cross Connect System.
- DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.
- DS1 - Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.
- Gbps - Gigabits per second; billions of bits per second.
- ICB - Individual Case Basis.
- ILEC - Incumbent Local Exchange Carrier,
- Kbps - Kilobits per second; 1000s of bits per second.
- LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Bell Operating Company provides communications services.
- LEC - Local Exchange Carrier.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Available.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**EXPLANATION OF SYMBOLS** (cont'd.)

**ABBREVIATIONS**, (cont'd.)

- OC-1 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 51.84 Mbps.
- OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- OC-3C - A concatenated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.
- OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-12C - A concatenated OC-12, i.e., a single high capacity channel with a SONET rate of 622.08 Mbps.
- OC-24 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 1.244 Gbps.
- OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
- POP - Point of Presence.
- SONET - Synchronous Optical Network
- STS-1 - SONET Transport Signal Level 1



Southern California Edison  
Rosemead, California

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**SERVICE AREA MAP**

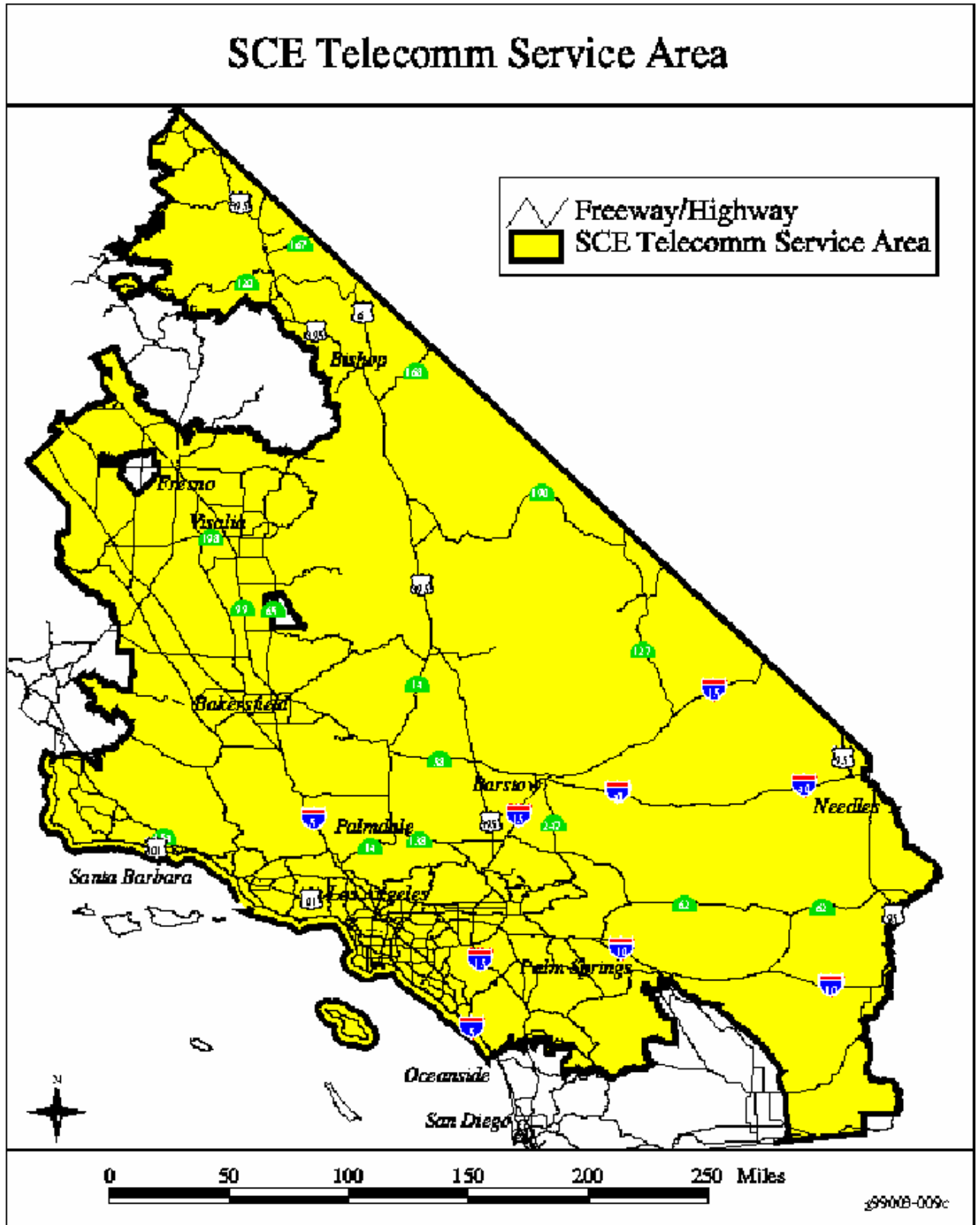
The Company has been authorized by the CPUC to provide competitive local exchange services and interexchange services within the geographic areas comprising the Pacific Bell and GTE California, Inc., tandem switch subtending areas in the State of California, as identified on the map on the following page.

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## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES****Schedule 1: Switched Access Local Transport****1. General**

The Switched Access Local Transport rate category provides the transmission facilities between the Carrier Customer premises or POP and the LEC end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Switched Access Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User's LEC end office switch to the Customer's premises or POP) and in the terminating direction (from the Customer premises or POP to the LEC end office switch), but not simultaneously. The voice frequency transmission path may comprise any form or configuration of plant capable of and typically used (although not always typical) in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Switched Access Local Transport is composed of an Entrance Facility and Direct-Trunked Transport.

An Entrance Facility provides the communications path between a Customer's premises and a point of connection (virtual or physical node) with the Company's network backbone. Direct-Trunked Transport provides a dedicated communications path on the Company's network backbone between that virtual or physical node and a LEC end office.

Charges for mileage-sensitive Switched Access Local Transport are based on the airline distance between the point of connection with the Company's network backbone and the relevant LEC end office.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 1: Switched Access Local Transport** (cont'd.)

**2. Transmission Paths**

The number of Switched Access Local Transport transmission paths provided is based on the Customer's order and is determined by the Company.

**3. Interconnection**

Interconnection with non-Company switched access local transport facilities is available by mutual agreement and arrangement of Company and Customer.

**Rates**

**(a) Entrance Facility**

	<u>Monthly</u>	<u>Non-Recurring</u>
DS1	\$ 131.00	\$ 615.00
DS3	\$2,425.00	\$30,070.00

**(b) Direct-Trunked Transport**

	<u>Monthly Rate</u>	
	<u>Fixed</u>	<u>Per Mile</u>
DS1	\$ 63.00	\$14.80
DS3	\$534.00	\$42.40

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 2: Dedicated Transport**

**1. General**

(A) Calculation of Distance

Charges for all mileage sensitive dedicated transport services are based on the airline distance between the originating and terminating locations of the circuit.

(B) Standard Pricing Plan Description

1. Recurring Charges

Recurring charges apply to both Two Point Service and Virtual Hub Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

Recurring charges for Virtual Hub Service will vary based on the communications service capacity (the low speed interface at one customer premises) and the high speed interface at the other customer premises, as well as the distance of service and the term plan selected. Virtual Hub Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges for a service with capacity equal to the lower speed termination interface.

2. Term Plan

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 2: Dedicated Transport** (cont'd.)**1. General** (cont'd.)

## (B) Standard Pricing Plan Description (cont'd.)

## 3. Nonrecurring Charges

Nonrecurring Charges (NRCs) are one-time-only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

## 4. Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

- a. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
- b. Rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and
- c. Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

**2. Order Cancellation Policy**

The Company will provide a Firm Order Confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point.



## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 2: Dedicated Transport** (cont'd.)**3. Service Descriptions**

Dedicated Transport Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds. Hubbed service is available for all the following services.

## (A) DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

## (B) DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

## (C) DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 56 or 64 Kbps.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 2: Dedicated Transport** (cont'd.)**3. Service Descriptions** (cont'd).

## (D) Transport Arrangement Service

Transport Arrangement Service is available between Customer designated premises and LEC central offices where Company has entered into collocation/interconnection agreements with LEC.

Transport Arrangement utilizes a combination of the Company's own transport network and equipment collocated at LEC central offices to provide transport between Customer Premises and those LEC Central Offices.

The Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from The Company. The Customer will then have the ability to purchase services directly from LEC and have them terminated to their Transport Arrangement Service.

Where available, the Company will provide Transport Arrangement Service at DS3 and DS1 interface levels.

DS1 level Transport Arrangement may be terminated at the Customer's location with a DS3 interface at Customer's request.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 2: Dedicated Transport** (cont'd.)

**4. Rates**

(A) DS3 Service

Nonrecurring Charge	\$ 2,425.00
Channel Termination Monthly Charge	2,619.00
Channel Mileage (Fixed Monthly Charge)	808.00
Channel Mileage (Per-Mile Monthly Charge)	64.00
Multiplexing Charge (Monthly)	388.00
Multiplexing Charge (Non-Recurring)	388.00

(B) DS1 Service

Nonrecurring Charge	\$ 615.00
Channel Termination Monthly Charge	170.00
Channel Mileage (Fixed Monthly Charge)	121.00
Channel Mileage (Per-Mile Monthly Charge)	24.25
Multiplexing Charge	315.00

(C) DS0 Service

Nonrecurring Charge	\$ 611.00
Channel Termination Monthly Charge	49.00
Channel Mileage (Fixed Monthly Charge)	5.00
Channel Mileage (Per-Mile Monthly Charge)	5.34
Multiplexing Charge	350.00

(D) Transport Arrangement Service

Nonrecurring Charge	ICB
Channel Termination Monthly Charge	ICB
Channel Mileage (Fixed Monthly Charge)	ICB
Channel Mileage (Per-Mile Monthly Charge)	ICB
Multiplexing Charge	ICB

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 3: Private Network Transport Service****1. General**

Private Network Transport Service ("PNTS") provides high capacity SONET-based digital point-to-point services between Customer-designated premises. PNTS is designed to meet Customer requirements for network reliability and survivability. PNTS is designed to automatically detect a failure anywhere within the system and reconfigure itself to ensure near continuous transportation of information between locations on the PNTS network. PNTS is subject to facility availability.

PNTS provides Customers with OC-1, OC-3, OC-12, OC-24, and OC-48 services dedicated to their exclusive use, on Company SONET rings. Connections to Customer designated premises (nodes) are available at standard DS0, DS1, DS3, STS-1, OC-1, OC-3, OC-3C, OC-12, OC-24, and OC-48 interfaces.

Within the OC-3 or OC-12 capacity services on PNTS, Customer may order combinations of interface levels.

**2. Rate Elements**

The following rate elements apply to PNTS:

**Nodes:** This monthly recurring element provides for add/drop multiplexing equipment located at Company location(s) and Customer designated premises. One node charge shall be applied at each Customer premises and at least one Company location.

**Ports:** This monthly recurring element provides for the interface level channelization at each Node. One port charge will apply at each service origination and each service termination point.

**Transport Mileage:** This monthly recurring element provides for the transmission facilities between all PNTS Nodes. The charge is applied per mile of transport.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 3: Private Network Transport Service**

**2. Rate Elements (continued)**

**Local Loop Access Link:** This installation charge and monthly recurring element provide for the transmission facilities between the Company location and the Customer premise. The charge is applied for each Customer premise.

**3. Rates**

(A) Nodes:	<u>Monthly</u>	<u>Non-Recurring</u>
155 Mbps (OC-3/OC-3C)	\$ 1,455.00	
622 Mbps (OC-12/OC-12C)	\$ 4,365.00	
(B) Ports:		
1.544 Mbps (DS-1)	\$ 87.00	\$ 679.00
45 Mbps (DS-3)	320.00	679.00
155 Mbps (OC-3/OC-3C)	655.00	679.00
622 Mbps (OC-12/OC-12C)	1,940.00	679.00
(C) Transport Mileage (per mile)		
155 Mbps (OC-3/OC-3C)	\$ 116.00	
622 Mbps (OC-12/OC-12C)	243.00	
(D) Local Loop Access Link		
155 Mbps (OC-3/OC-3C)	\$ 7,275.00	\$ 54,514.00
622 Mbps (OC-12/OC-12C)	\$21,556.00	\$161,526.00

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 4: Collocation****1. General**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment, as well as primary and backup power, HVAC, and cross-connections to Company telecommunications equipment.

Consistent with the provisions of the Company's interconnection agreements with LECs and/or LECs collocation tariffs, Customer may also place its equipment in the Company's collocation spaces in LEC end offices. Such collocation shall be subject to space availability and to all the constraints and requirements imposed by the relevant LEC at the LEC end office at which the collocation occurs.

**2. Rates, Terms, and Conditions**

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 5: Unbundled Network Element Loops**

**1. General**

Unbundled Network Element Loop service allows a Customer access to an unbundled loop obtained by the Company from a LEC at the Company's collocation space at the relevant LEC end office, and allows the connection of that loop to the Customer's premises or end office by means of a dedicated point-to-point circuit on the Company's network. The Company will obtain and support all the varieties of unbundled loops offered from time to time by Pacific Bell and GTE California, Inc. At the Customer's request, the Company will also concentrate and/or multiplex the Customer's unbundled loops using equipment located at the Company's collocation space in the relevant LEC end office, prior to connecting such loops to dedicated point-to-point circuits on the Company's network.

Consistent with the provisions of the Company's interconnection agreements with LECs and/or LECs' collocation tariffs, Unbundled Network Element Loop service also allows a Customer to order an unbundled loop directly from the LEC, and to instruct the LEC to terminate the Customer-ordered loop to a LEC end office collocation space occupied by the Company. Loops obtained in this fashion may be connected, concentrated, and/or multiplexed as described above.

**2. Rates, Terms, and Conditions**

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Schedule 6: Special Construction**

**1. General**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

**2. Rates**

ICB



## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)**Schedule 7: Time and Materials Service****1. General**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2. Rates**

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**1.0 RATE SCHEDULES** (cont'd.)

**Special Conditions Applicable to All Rate Schedules**

**1. Application of Rates**

The regulations set forth in this section govern the application of rates contained in the Rate Schedules of this tariff.

(A) Rates Based on Distance

Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as the airline distance between the origination point and the termination point of the circuit.

**2. Cancellation of Access Order**

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

If an Access Order is canceled, the Customer will be billed a flat cancellation fee or actual costs, whichever is greater.

Cancellation Fee	\$50.00
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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES**

**No. 1 Definitions**

**ACCOUNT** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**BIT** - The smallest unit of information in a binary system of notation.

**BITS PER SECOND ("bps")** - The number of bits transmitted in a one second interval.

**CARRIER** - An entity that provides telecommunications services to the public for hire.

**CENTRAL OFFICE** - See End Office.

**CHANNEL** - A communications path between two or more points of termination.

**CLC - COMPETITIVE LOCAL CARRIER**; a common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications services within specific exchange areas within California.

**COLLOCATION** - Carrier facilities and/or equipment located in another carrier's facility.

**COMMUNICATIONS SYSTEM** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

**COMPANY** - Southern California Edison Company.

**CUSTOMER** - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including Interexchange Carriers, Local Exchange Carriers, Competitive Local Carriers, and End Users.

**CUSTOMER AGREEMENT** - The mutual agreement between the Company and the Customer for the provision of the Company's services.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of services.

**CUSTOMER POINT OF PRESENCE** - The physical location associated with the Customer's communication system.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 1 Definitions** (cont'd.)

DATE OF PRESENTATION - The postmark date on the billing envelope.

DEDICATED ACCESS or DEDICATED TRANSPORT - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

DUAL TONE MULTIFREQUENCY ("DTMF") - Tone signaling, also known as touch tone signaling.

END OFFICE - A LEC switching location where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

EXCHANGE TELEPHONE COMPANY - a carrier which provides local exchange service.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRM ORDER CONFIRMATION - The date the Company confirms an order and due date for service to be provided to the Customer.

HERTZ - A unit of frequency equal to one cycle per second.

HOLIDAYS - New Year's Day, Independence Day, President's Day, Veterans' Day, Labor Day, Thanksgiving Day, Memorial Day, Christmas Day, Martin Luther King Day, Columbus Day.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 1 Definitions** (cont'd.)

INTEREXCHANGE CARRIER ("IC") - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges. INTERSTATE COMMUNICATIONS - Any communication that originates and terminates in separate states. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA ("LATA") - A geographic area established pursuant the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

LOCAL EXCHANGE CALL - A telephonic communication that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company.

NONDOMINANT INTEREXCHANGE CARRIER. A common carrier that was issued a Certificate of Public Convenience and Necessity by the CPUC to provide telecommunications services between exchange areas within California.

ON-NET - Customer and End User locations served directly by the Company's network facilities.

OFF-NET - One or more Customer or End User locations not served directly by the Company's network facilities.

ORIGINATING DIRECTION - The use of Switched Access Transport Service for the origination of calls from an End User premises to an IC premises.

PHYSICAL NODE - A physical location at which the Company locates equipment such as multiplexers, optical/electrical converters, and loop concentrators, and at which a Customer's circuit is originated or terminated.

POINT OF PRESENCE - The physical location of an interexchange carrier's facilities.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 1 Definitions** (cont'd.)

**POINT OF TERMINATION** - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**TERM AGREEMENT** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

**TERMINAL EQUIPMENT** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

**TERMINATING DIRECTION** - The use of Switched Access Transport Service for the completion of calls from an IC's premises to an End User premises.

**TOLL CALL** - A telephonic communication that originates and terminates within the same LATA and is outside the jurisdiction of a Local Exchange Call.

**TRANSMISSION PATH** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**TRUNK** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 1 Definitions** (cont'd.)

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

VIRTUAL NODE - A physical location at which the Company interconnects a Customer's Entrance Facility or Channel Termination with the Company's network backbone by means of a fiber splice, rather than using the type of equipment located at a physical node.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 2 Description of Services**

Switched Access Local Transport service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical or optical communications path between a Customer's premises and a LEC end office. It provides for the use of dedicated trunking facilities of the Company. Switched Access Local Transport service provides for the ability to originate calls from an End User's serving end office to a Customer's premises in the LATA where it is provided, and to terminate calls to the End User's serving end office from a Customer's premises.

Dedicated Transport service allows the Customer to connect two locations with private dedicated point-to-point service at a variety of digital speeds. Dedicated Transport service connects two Customer locations, one Customer and one End User location, or one Customer location and one LEC end office location.

Private Network Transport service provides high capacity SONET-based digital point-to-point service between Customer-designated premises. Private Network Transport service is designed to meet Customer requirements for SONET-based network reliability and survivability, by automatically detecting a failure anywhere within the system and reconfiguring itself to ensure near-continuous transportation of information between locations on the PNTS network.

Collocation service allows a Customer to place Customer's telecommunications equipment on the Company's premises in designated locations, and in the Company's collocation spaces in LEC end offices, conditions permitting.

Unbundled Network Element Loop service allows a Customer access to an unbundled loop obtained by the Company from a LEC, and to connect that loop to the Customer's premises or end office by using the Company's network. Unbundled Network Element Loop service also allows a Customer to terminate a Customer-ordered loop to a LEC end office collocation space occupied by the Company, if such connection is permitted by the LEC.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 3 Application for Service**

Service is installed by arrangement between the Company and the Customer.

(A) Customers desiring to obtain Service must complete a Service application provided by Company.

(B) Discontinuation of Service:

The Customer may have service discontinued upon 30 days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the discontinuation date specified by the Customer or until the date that the written discontinuation notice is received, whichever is later. A termination liability charge applies to early discontinuation of a term agreement.

(C) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

1. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
2. Usage rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and
3. Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (*cont'd.*)**No. 4 Contracts**

Contracts may be used in special circumstances, including Individual Case Basis ("ICB") service offerings. The Company and Customers can enter into contracts for all services offered by the Company. The terms and conditions of each contract offering are subject to the agreement of both the Company and Customer. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB agreements will be filed with the CPUC in accordance with G.O. 96-A.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (*cont'd.*)**No. 5 Establishment and Re-establishment of Credit**

The Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet The Company's financial criteria. If service was discontinued for non-payment of charges, The Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 6 Advance Payments, Deposits, and Guarantors**

## (A) Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

## (B) Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in the most recent 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 6 Advance Payments, Deposits, and Guarantors** (cont'd.)

(B) Deposits (cont'd.)

4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.
5. Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer by crediting the deposit to the Customer's bill. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
6. Deposit Receipt: The Company shall furnish a written receipt for all cash deposits.
7. Conditions under which a deposit shall not be required:
  - a. If the applicant provides a satisfactory credit history acceptable to the Company, a deposit shall not be required. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
  - b. A co-signer or guarantor may be used, providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
  - c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 7 Notices and Communications**

- (A) Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.
- (B) Notice by the Company Regarding Change in Ownership
- The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
- (C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office or by written notice mailed to the Company's business office.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 8 Rendering and Payment of Bills**

- (A) The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30 day month.
- (B) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (C) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- (D) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 15 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated.
- (E) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- (a) a rate of 1.5 percent per month; or
  - (b) the highest interest rate which may be applied under state law for commercial transactions.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 8 Rendering and Payment of Bills** (cont'd.)

- (G) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated, excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services offered under the terms of this tariff.
  
- (H) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
  
- (I) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (*cont'd.*)

**No. 9 Disputed Bill Procedure**

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 7, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 10 Discontinuance and Restoration of Service**

(A) Discontinuance by Customer

1. A Customer may have service discontinued by providing thirty days written notice to the Company. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his or her order for service before the service begins, a \$50.00 charge or actual expenses, whichever is greater, will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 10 Discontinuance and Restoration of Service** (cont'd.)

(B) Discontinuance with Cause:

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 10 Discontinuance and Restoration of Service** (cont'd.)

## (B) Discontinuance with Cause: (cont'd.)

7. When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after 7 days written notice if access is not provided within the 7 day notice period.
8. Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.
9. Upon the Company's discontinuance of service to the Customer under paragraph 1 or 2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

## (C) Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a forty dollar (\$40.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

The Company reserves the right to refuse to re-establish service to the Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (*cont'd.*)

**No. 11 Temporary Service**

From time to time, The Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

(To be inserted by utility)  
Advice 4  
Decision 98-12-083  
TELECO.DOC

Issued by  
John Fielder  
  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Sep. 21, 1999  
Effective Sep. 22, 1999  
Resolution \_\_\_\_\_

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 12 Continuity of Service**

## (A) Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 15, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

## (B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for services considered by the Company to be impaired.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 12 Continuity of Service** (cont'd.)

(B) Credit for Interruptions (cont'd.)

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruption of 24 hours or less:</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours

Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

4. Notwithstanding any other provision of this Rule or this tariff, credit allowances for interruptions of service of Unbundled Network Element Loops shall be limited to the allowance provided by the underlying LEC, which the Company will pass through to Customer.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 12 Continuity of Service** (cont'd.)

(C) Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.
8. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
9. Interruptions of service that are not reported to the Company within 30 days of the date that service was affected.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 12 Continuity of Service** (cont'd.)

(D) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 13 Service Connections and Facilities on Customer's Premises**

- (A) Service furnished by The Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by The Company is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 14 Liability**

- (A) The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Rule 14 herein.
- (B) In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- (C) The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- (D) The Company shall be indemnified and held harmless by the Customer against:
- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
  - b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
  - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- (E) The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 15 Limitations of Service**

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 16 Use of Service**

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this tariff may be resold to other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of service.
- (E) ~~Use of Service~~ **Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer** (cont'd.)

(A) Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in paragraph E below. Charges will be apportioned in accordance with those reports.

(B) On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

(C) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(D) Network Contingency Coordination

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer** (cont'd.)

(E) Jurisdictional Reports

1. For Feature Group B Switched Access Transport Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders feature Group B Switched Access Transport Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for each Feature Group B Switched Access Transport Service group ordered.

For Feature Group D Switched Access Transport Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Transport 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 Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer** (cont'd.)

(E) Jurisdictional Reports (cont'd.)

1. (cont'd.)

Should the Customer not supply a terminating PIU factor, the data used by the 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 a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction of the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth below.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

2. For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

3. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer** (cont'd.)

(E) Jurisdictional Reports (cont'd.)

4. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes, (i.e., number access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in this tariff.

5. Effective on the first day of each quarter of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of each quarter, for each service arranged for interstate and intrastate use. Except as set forth above where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth above.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 17 Responsibilities of the Customer** (cont'd.)

## (E) Jurisdictional Reports (cont'd.)

6. The Customer reported projected interstate percentage of use as set forth above will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth above. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
7. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
8. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 17 Responsibilities of the Customer** (cont'd.)

(E) Jurisdictional Reports (cont'd.)

9. No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.
10. The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.
11. For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
12. Whole number percentages will be used by the Company to apportion the use, rates and/or nonrecurring charges between interstate and intrastate.

## COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)**No. 17 Responsibilities of the Customer** (cont'd.)

## (F) Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth above will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

1. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
2. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 18 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

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

- (A) For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Access Local Transport to an interconnection point ("IP") with another Exchange Telephone Company, and will bill the charges in accordance with its Switched Access Service tariff. The rate for the Transport elements will be determined as set forth below. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- (B) The charge for the Switched Access Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:
1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Switched Access Local Transport Facility, as defined below. Determine the airline mileage for the Switched Access Local Transport Facility charge using the method as set forth in this tariff.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 18 Meet Point Billing** (cont'd.)

(B) (cont'd.)

2. For Feature Groups B or D Switched Access Service, the Switched Access Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) below for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Switched Access Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

(b) Multiply:

The number of access minutes by the Company's appropriate Switched Access Local Transport Termination per minute rate. The resulting amount is the Company's total Switched Access Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

(C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage ("BP") factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff FCC No. 4, except as noted in (D) below.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**2.0 RULES** (cont'd.)

**No. 18 Meet Point Billing** (cont'd.)

- (D) Until the National Exchange Carrier Association, Inc. Tariff FCC No. 4 is revised to include the meet points referenced in (C) above, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company locations and Pacific Bell or GTE California, Inc., end offices is as set forth in Southern California Edison Tariff FCC No. 1.
- (E) Should any changes be made to the meet point billing arrangements as set forth in (A) preceding, the Company will give affected Customers 30 days' notice.
- (F) Should the Company act as an intermediate, non-terminating local exchange carrier, Switched Access Local Transport Termination rates, as determined in (B) preceding, will not be applied to the meet point billing arrangement.



COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**3.0 INDIVIDUAL CASE BASIS ARRANGEMENTS**

**INDIVIDUAL CASE BASIS ARRANGEMENTS**

<u>Name and Location of Customer</u>	<u>Type or Class of Service</u>	<u>Execution</u>	<u>Date of Expiration</u>	<u>Commission Authorization Number</u>	<u>Date</u>	<u>Most Comparable Regular Tariff Schedule No.</u>	<u>Contract Purpose</u>
Pacific Bell San Francisco, California	Transport	12-06-99	2 years after execution date	G.O. 96-A-X-A Advice 6		Schedule 2 Service	Telecommuni- cations
REDACTED	Transport	03-17-04	3 years after execution date	Advice 28	07-30-04	Schedule 2 Service	Telecommuni- cations (N) (N)

(To be inserted by utility)  
Advice 28  
Decision 98-12-083  
TELECO.DOC

Issued by  
John Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed June 9, 2004  
Effective July 30, 2004  
Resolution \_\_\_\_\_