



ORIGINAL

December 16, 2004
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
FOLDER

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc. and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-~~310751~~-P2000, A-~~310758~~-P2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 12 of XO Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 1.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

RECEIVED

DEC 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE


Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tns: PAL0401a

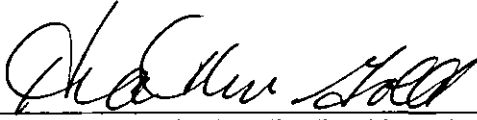
XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 12) (Seller)
(A-310758)

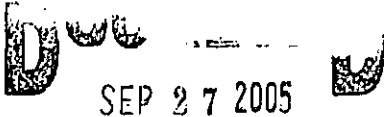
XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 1) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 1 that tariff presently in effect for **XO Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 12) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 12) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.


SEP 27 2005

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PA PUBLIC UTILITY COMMISSION
CLERK'S OFFICE

DOCUMENT
FOLDER



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Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
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RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc. and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-310751-P2000, A-310758-P2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 1 of Allegiance Telecom of Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 2.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401b

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DEC 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

128

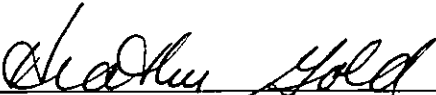
Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 1) (Seller)
(A-310751)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 2) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 2 that tariff presently in effect for **Allegiance Telecom of Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 1) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 1) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 21 2005

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FOLDER**

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DEC 13 2004

PA PUBLIC UTILITY COMMISSION
CONSUMER'S BUREAU



ORIGINAL

December 16, 2004
Via Overnight Delivery

DOCUMENT
FOLDER

210 N. Park Ave.
Winter Park, FL
32789

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, ~~A-310751 F2000~~, ~~A-310758 F2000~~

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 7 of XO Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 3.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401c

RECEIVED

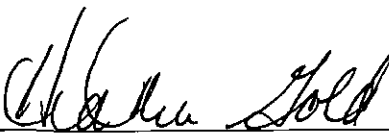
DEC 13 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE


XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 7) (Seller)
(A-310758)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 3) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 3 that tariff presently in effect for **XO Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 7) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 7) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

OFFICIALLY FILED TARIFF

DOCUMENTED
SEP 27 2005

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DEC 13 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

**DOCUMENT
FOLDER**



ORIGINAL

December 16, 2004
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
FOLDER

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-310758 F2000, A-310758 F2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 2 of Allegiance Telecom of Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 4.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401d

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DEC 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

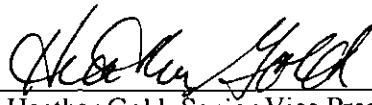
Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 2) (Seller)
(A-310751)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 4) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 4 that tariff presently in effect for **Allegiance Telecom of Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 2) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 2) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 21 2005

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DEC 13 2004

PA PUBLIC UTILITY COMMISSION
ELECTRICITY DIVISION

**DOCUMENT
FOLDER**



ORIGINAL

December 16, 2004
Via Overnight Delivery

210 N. Park Ave.
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32790-0200

Tel: 407-740-8575
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tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**DOCUMENT
FOLDER**

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-~~310751~~ F2000, A-~~310758~~ F2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 3 of Allegiance Telecom of Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 5.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401e

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DEC 18 2004


**PA PUBLIC UTILITY COMMISSION
CLERK TRAFFIC BUREAU**

124

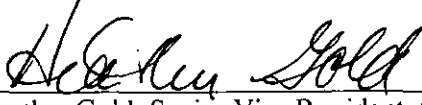
Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 3) (Seller)
(A-310751)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 5) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 5 that tariff presently in effect for **Allegiance Telecom of Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 3) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 3) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 27 2005

**DOCUMENT
FOLDER**

RECEIVED

DEC 16 2004

PA PUBLIC UTILITY CO. REG. DIV.
SECRETARY OF STATE



ORIGINAL

December 16, 2004
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT FOLDER

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-~~310751~~ P-2000, A-~~310758~~ P-2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 11 of XO Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 6.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cnceld@tminc.com.

Sincerely,

Craig Nceld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401f

RECEIVED

DEC 13 2004

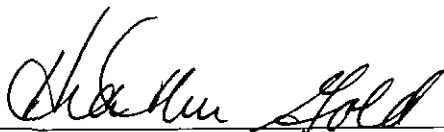
PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

126


XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 11) (Seller)
(A-310758)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 6) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 6 that tariff presently in effect for **XO Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 11) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

XO Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 11) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 21 2005

**DOCUMENT
FOLDER**

RECEIVED

DEC 16 2004

PA. PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE



December 16, 2004
Via Overnight Delivery

ORIGINAL

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
FOLDER

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-310751 F2000, A-310758 F2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 4 of Allegiance Telecom of Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 7.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401g

RECEIVED

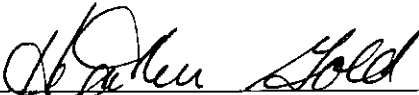
DEC 13 2004

PA PUBLIC UTILITY COMMISSION
GENERAL COUNSEL


Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 4) (Seller)
(A-310751)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 7) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 7 that tariff presently in effect for **Allegiance Telecom of Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 4) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 4) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 27 2005

**DOCUMENT
FOLDER**

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DEC 16 2004

PA PUBLIC UTILITY COMMISSION
SECURITY SERVICES



ORIGINAL

December 16, 2004
Via Overnight Delivery

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Fax: 407-740-0613
tmi@tminc.com

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
FOLDER

RE: **XO Communication Services, Inc. formerly known as XO Pennsylvania, Inc.
and Allegiance Telecom of Pennsylvania, Inc.**
Competitive Local Exchange Telecommunications Services
Docket Numbers A-311331, A-310751 F2000, A-310758 F2000

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed for filing are three (3) original copies of the Adoption Supplement of XO Communications Services, Inc., to adopt Tariff Telephone – Pa. P.U.C. No. 5 of Allegiance Telecom of Pennsylvania, Inc., as its Tariff Telephone – Pa. P.U.C. Tariff No. 8.

The Company respectfully requests an effective date of January 1, 2005 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communication Services, Inc.

Enclosure

cc: Theresa Powell – XO
K. Klinefelter – PA PUC
file: XO - PA - Local
tms: PAL0401h

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DEC 13 2004

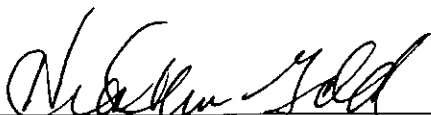
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMUNICATIONS SECTION

127

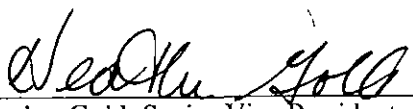
Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 5) (Seller)
(A-310751)

XO Communications Services, Inc. (Tariff Telephone - Pa. P.U.C. No. 8) (Buyer)
(A-311331)

XO Communications Services, Inc., hereby adopts as its Tariff Telephone- Pa. P.U.C. No. 8 that tariff presently in effect for **Allegiance Telecom of Pennsylvania, Inc.** designated as Tariff Telephone - Pa. P.U.C. No. 5) and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

Allegiance Telecom of Pennsylvania, Inc. (Tariff Telephone - Pa. P.U.C. No. 5) hereby withdraws its Tariffs and all Supplements thereto.

By: 
Heather Gold, Senior Vice President, Government Relations
XO Communications Services, Inc.

DOCKETED
SEP 21 2005

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FOLDER**

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DEC 16 2004

PA PUBLIC UTILITY COMMISSION
SEP 20 11 43 AM '05



ORIGINAL

January 28, 2005
Via Overnight Delivery

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JAN 28 2005

210 N. Park Ave.
Winter Park, FL
32789

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: **XO Communications Services, Inc. (formerly known as XO Pennsylvania, Inc. and Allegiance Telecom of Pennsylvania, Inc.)**
Intrastate Access Services - *grandfathered*
Docket Number A-311331; A-310751 F2000; A-310758 F2000

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Mr. McNulty:

Pursuant to the order adopted October 22, 2004 and entered October 27, 2004 in the above-referenced docket numbers, enclosed please find the original and seven (7) copies of the *replacement* Intrastate Access Services Tariff No. 12 submitted on behalf of XO Communications Service, Inc. This tariff replaces and combines the services of Intrastate Access Services Pa. P.U.C. Tariff Nos. 7 & 8, and is now grandfathered. The services in this tariff are available only to existing customers of the former Allegiance Telecom of Pennsylvania, Inc. The Company respectfully requests an effective date of April 1, 2005.

The company name and contact information has been updated and all pages are filed as new.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communications Services, Inc.

Enclosure

cc: Kelly Faul - XO
file: XO - PA - Access gf
tms: PAagf0501

1/27/05
117
EBS

ORIGINAL

Original Title Page

INTRASTATE ACCESS SERVICES TARIFF

This tariff, XO Communications Services, Inc. PA Tariff No. 12, replaces in their entirety, XO Communications Services, Inc. PA Tariff Nos. 7 & 8, and is now grandfathered. The services in this tariff are available only to existing customers of the former Allegiance Telecom of Pennsylvania, Inc.

XO COMMUNICATIONS SERVICES, INC.

RECEIVED

FEB 9 4 2005

PA PUBLIC UTILITIES COMMISSION
COMMUNICATIONS DIVISION

Regulations and Schedule of Intrastate Rates
and Charges Applying to Competitive Access
Services Within the Commonwealth of Pennsylvania.

Docket No. A-311331

R - _____

DOCKETED

MAY 20 2005

**DOCUMENT
FOLDER**

This tariff includes the rates, charges, terms and conditions of service for the provision of dedicated intrastate common carrier telecommunications services by XO Communications Services, Inc., within the State of Pennsylvania.

This tariff applies to intrastate communications services provided as specified herein.

INTRASTATE ACCESS SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

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INTRASTATE ACCESS SERVICES TARIFF

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INTRASTATE ACCESS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

INTRASTATE ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

- (I) To signify increased rates.
- (D) To signify decreased rates.
- (C) To signify all other changes.

ABBREVIATIONS

- B8ZS** - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS** - Digital Cross Connect System.
- DS0** - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1** - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3** - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps** - Gigabits per second; billions of bits per second.
- ICB** - Individual Case Basis.
- 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 Local Exchange Company provides communications services.

INTRASTATE ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

ABBREVIATIONS (Cont'd.)

- LEC** - Local Exchange Company.
- Mbps** - Megabits per second; millions of bits per second.
- N/A** - Not Available.
- OC-48** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- 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-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.
- POP** - Point of Presence.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Service Request (ASR) - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

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.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - The Pennsylvania Public Utilities Commission.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS (CONT'D.)

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Denotes XO Communications Services, Inc. and /or any Concurring Carriers.

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

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 (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS (CONT'D.)

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

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

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications which originates and terminates within the same state.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

N/A - Not Applicable.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Point of Presence - The physical location of an interexchange carrier's facilities.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access 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 - The physical space designated by the Customer for the termination of the Company's service.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS (CONT'D.)

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

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 agree upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

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.

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.

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

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of XO Communications Services, Inc.

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 *Service is offered subject to the initial and continued 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, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.*

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

2.2.4 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.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

2.4 Location of Service

Service originates and terminates at locations within the State of Pennsylvania.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.5 Use of Service

- 2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2 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.
- 2.5.3. 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.
- 2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with 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 the service.

2.6 Discontinuance and Restoration of Service

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Customer

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

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Con't)

2.6.2 Cancellation by the Company

- A.** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C.** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Cont'd.)

2.6.3 Restoration of service

- A.** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.

- B.** Restoration of disrupted services shall be in accordance with applicable Pennsylvania Public Utilities Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

2.10 Billing and Payment Arrangements

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payment Arrangements (Cont'd.)

2.10.2 All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

- A.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.11.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.B preceding.

2.11.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.

2.11.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.11.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.3.B preceding.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.12 Payment of Deposits

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.
- 2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.18 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- 2.18.1** If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- 2.18.2** If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- 2.18.3** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Obligations of the Customer

2.19.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.19.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Obligations of the Customer (Cont'd.)

2.19.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.19.5 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.

2.19.6 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.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.7 Jurisdictional Reports

For switched access services, the Company will use the percentage of interstate originating Feature Group D to determine the percent of interstate usage ("PIU") to apply to all other switched access services provided by the Company to the Customer.

For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the reported percentage annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals 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.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.8 Jurisdictional Audits

- A.** The customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B.** Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- C.** In the event that an audit reveals that any customer reported PIU or LUP was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D.** Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E.** Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.9 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate switched 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 in 2.20.7 preceding 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:

- A.** For nonrecurring chargeable rate elements, multiply the percent intrastate use (1-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the percent intrastate use (1-PIU) times actual use (measured or Company assumed average use) times the intrastate rate.

A similar calculation is then performed to determine the interstate portion of the bill.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

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

In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Manner of Provision

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories

There are Five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

3.3.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories (Cont'd.)

3.3.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

3.3.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories (Cont'd.)

3.3.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

3.3.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists, at the rates specified in 3.9.5:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an individual case basis.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

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

3.4.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering (Cont'd.)

3.4.1 Access Service Date Intervals (Cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The 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 Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering (Cont'd.)

3.4.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The 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.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction

General - Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Customer Acceptance - Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Basis of Rates and Charges - Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction (Cont'd.)

Cost Computation - Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the *anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage*;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.6.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.2 Design and Traffic Routing of Switched Access Service (Cont'd.)

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed *directly* to an end office or through an access-tandem switch and (2) the directionality of the service.

3.6.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 Obligations of the Customer

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

3.7.1 Report Requirements

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

A. 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 Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 Obligations of the Customer (Cont'd.)

3.7.2 On and Off-Hook Supervision

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

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations

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

Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

3.8.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., *installation or change to an existing service*).

3.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.5 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges

3.9.1 Common Line Access Service

A. Carrier Common Line

- per Originating access minute:	\$0.0468
- per Terminating access minute:	\$0.0468

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service

A. Nonrecurring Charges

1. Switched Transport Installation

-per Busy Hour Minute of Capacity: \$10.00

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

B. Monthly Recurring Charges

1. Tandem Switched Transport

- per access minute: \$0.0140

2. Network Blocking

- per blocked call: \$0.0076

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.3 End Office Switching

A. Local Switching

-per access minute: \$0.013070

B. Line Termination

-per access minute: \$0.008200

C. Intercept

-per access minute: \$0.000101

INTRASTATE ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

Per Query Rate: \$0.0046

3.9.5 Switched Access Optional Features

ICB

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE

4.1 General

The Company provides intrastate Dedicated Access Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access service is provisioned from the Company switch site to the Customer premise. The circuit is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

All Dedicated Access Services are offered and priced on an Individual Case Basis (ICB).

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

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

4.2.1 Access Service Date Intervals

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

- *Standard Interval
- *Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.2 Service Ordering (Cont'd.)

4.2.1 Access Service Date Intervals (Cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The 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 Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The 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.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.3 Special Construction

4.3.1 General

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- * where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- * of a type other than that which the Company would normally utilize in the furnishing of its services; or
- * over a route other than that which the Company would normally utilize in the furnishing of its services; or
- * in a quantity greater than that which the Company would normally construct; or
- * on an expedited basis; or
- * on a temporary basis until permanent facilities are available; or
- * involving abnormal costs; or
- * in advance of its normal construction; or
- * when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.3 Special Construction (Con't)

4.3.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

4.3.3 Basis of Rates and Charges

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- * Nonrecurring Charges;
- * Recurring Monthly Rates; and/or
- * Termination Liabilities.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.3 Special Construction (Cont'd.)

4.3.4 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- * The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor and supervision;
 - (c) transportation;
 - (d) rights of way; and shipping and delivery.
- * cost of maintenance;
- * depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- * administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- * license preparation, processing and related fees;
- * tariff preparation, processing and related fees;
- * any other identifiable costs related to the facilities provided; or
- * an amount for return and contingencies.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.4 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.4.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

4.4.2 Design of Dedicated Transport Service

The Company shall design and determine the routing of Dedicated Transport Service. Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Dedicated Transport Service.

4.5.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

4.5.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.5.3 Moves

A move of services involves a change in the physical location of one of the following:

- * The point of termination at the Customer's premises
- * The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.5 Rate Regulations (Cont'd.)

4.5.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.5.5 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.5 Rate Regulations (Cont'd.)

4.5.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- A. Obtain the "V" and "H" coordinates for each rate center.
- B. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- C. Square each difference obtained in b. above.
- D. Add the squares of the "V" difference and the "H" difference obtained in c. above.
- E. Divide the sum of the squares obtained in d. above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in e. above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

Example: The rate distance is required between Philadelphia and Allentown.

	<u>V</u>		<u>H</u>	
Philadelphia	5251		1458	
Allentown	<u>5166</u>		<u>1585</u>	
difference	85		127	
 squared	 7225	+	 16129	= 23354
	$23354/10 = \sqrt{2335} = 48.3 = 49$			airline miles

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.6 Service Descriptions

4.6.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day, seven days a week).

A. Rate Descriptions

There are three basic rate elements which apply to WDDS:

- * Local Channel
- * Interoffice Channel
- * Additional Features

1. Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

2. Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub.

There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

3. Additional Features

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

INTRASTATE ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED TRANSPORT SERVICE (CONT'D.)

4.7 Rates

4.7.1 Wideband Digital Data Service (1.544 Mbps)

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
A. Local Channel	\$750.00	\$350.00
B. Interoffice Channel		
1. Fixed		
Mileage Bands		
0	\$ 0.00	\$ 0.00
Over 0 to 1	\$ 0.00	\$150.00
Over 1 to 3	\$ 0.00	\$150.00
Over 3 to 5	\$ 0.00	\$175.00
Over 5 to 15	\$ 0.00	\$200.00
Over 15 to 25	\$ 0.00	\$200.00
Over 25	\$ 0.00	\$200.00
2. Mileage-Sensitive, Per Mile		
Mileage Bands		
0	\$ 0.00	\$ 0.00
Over 0 to 1	\$ 0.00	\$ 50.00
Over 1 to 3	\$ 0.00	\$ 50.00
Over 3 to 5	\$ 0.00	\$ 50.00
Over 5 to 15	\$ 0.00	\$ 50.00
Over 15 to 25	\$ 0.00	\$ 50.00
Over 25	\$ 0.00	\$ 50.00
3. Additional Features		
a. Multiplexing		
- DS1 to Voice	\$ 0.00	\$250.00
- DS1 to DS0	\$ 0.00	\$300.00

Issued: January 31, 2005

Effective: April 1, 2005

Alaine Miller, VP - Regulatory & External Affairs
 1633 Westlake Avenue, No., Suite 200
 Seattle, WA 98109

PAagf0501

INTRASTATE ACCESS SERVICES TARIFF

SECTION 5 - MISCELLANEOUS CHARGES

5.1 [Reserved for future use]

INTRASTATE ACCESS SERVICES TARIFF

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable Recurring and Nonrecurring charges of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

Promotions will be filed with the Pennsylvania Public Utility Commission as letter supplements to the Company's tariff to be effective on ten (10) day's notice with copies to the Office of Trial Staff (OTS), Office of Consumer Advocate (OCA), and Office of Small Business Advocate (OSBA). Supplements shall include specific information as to the availability and estimated duration of the promotional offering.

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff.

Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will offered to the Customer in writing and on a non-discriminatory basis based on the following:

- 6.1.1** ICB arrangements shall be made available only to customers who generate (or commit to) and maintain \$40,000 or more in annual Company total billed revenue.
- 6.1.2** ICB arrangements shall be filed with the Commission under Proprietary Seal to be effective on one day's notice.
- 6.1.3** ICB rates shall be filed with the Commission for public inspection.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 7 -911 ACCESS SERVICE

7.1 Dedicated 911 Transport Service

7.1.1 Application of Service

Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 service.

7.1.2 911 High Capacity Channel Description

A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.

7.1.3 DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with electrical interface.

A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 7 -911 ACCESS SERVICE (CON'T)

7.1 Dedicated 911 Transport Service (Con't)

7.1.4 Central Office Multiplexing

(A) DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

(B) DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using digital time division multiplexing.

(C) DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

(D) DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

INTRASTATE ACCESS SERVICES TARIFF

SECTION 7 -911 ACCESS SERVICE, (CONT'D)

7.1 Dedicated 911 Transport Service, (Cont'd)

7.1.5 Rates

A. Channel Mileage

	<u>Monthly Rates</u>	
	<u>Fixed</u>	<u>Per Mile</u>
1.544 Mbps	\$46.66	\$21.40

B. Optional Features and Functions

	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
Multiplexing		
DS1 to Digital* (per arrangement)	\$207.00	None

*A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.



February 4, 2005
Via Overnight Delivery

ORIGINAL

RECEIVED

FEB 04 2005

PA PUBLIC UTILITY COMMISSION
HARRISBURG, PA

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Darlene Smith
Secretary's Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: **XO Communications Services, Inc. (formerly known as XO Pennsylvania, Inc. and Allegiance Telecom of Pennsylvania, Inc.)**
Intrastate Access Services - *grandfathered*
Docket Number A-311331; A-310751 F2000; A-310758 F2000

Dear Ms. Smith:

Per our email correspondence yesterday, attached is one original and seven (7) copies of the corrected tariff pages for Telecommunications Tariff No. 12 that you received on January 31, 2005. These pages correct the Issued and Effective dates in the tariff footer.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communications Services, Inc.

DOCUMENT
FOLDER

Enclosure

cc: Kelly Faul - XO
file: XO - PA - Access gf
tms: PAagf0501a

KJR

ORIGINAL



February 14, 2005
Via Overnight Delivery

RECEIVED

FEB 14 2005

210 N. Park Ave.
Winter Park, FL
32789

Mr. James McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: **XO Communications Services, Inc. (formerly known as XO Pennsylvania, Inc. and Allegiance Telecom of Pennsylvania, Inc.)**
Intrastate Access Services - *grandfathered*
Docket Number A-311331; A-310751 F2000; A-310758 F2000

Dear Mr. McNulty:

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Please accept this letter as a formal request to withdraw the filing made January 31, 2005, on behalf of XO Communications Services, Inc. This filing was an original and seven (7) copies of the *replacement* Intrastate Access Services Tariff No. 12, for the purpose of replacing and combining the services of Intrastate Access Services Pa. P.U.C. Tariff Nos. 7 & 8. Pursuant to conversations with Staff, it is understood that this type of filing is not allowed, and the Company wishes to withdraw the filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Craig Neeld Consultant to
XO Communications Services, Inc.

DOCKETED
JUN 15 2005

Enclosure

cc: Kelly Faul - XO
file: XO - PA - Access gf
tms: PAagf0501b

DOCUMENT
FOLDER

KJR

189