

**RCLEC, INC.**  
**P.S.C. No. 5 – Access Services Tariff****Effective Date: December 21, 2016****Section 3**  
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**Superseding Rev. No.:****ACCESS SERVICES**

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**SECTION 3 – ACCESS SERVICE ORDER****3.1 General**

An Access Service Order is used by the Company to provide a Customer Access Service. A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. Where no service order is placed to initiate service, a party shall be deemed a Customer for receipt of service in all circumstance in which such party knew or should have known that service was being provided. Failure to object to the provisioning of service after receipt of a bill identifying such service shall establish conclusively that such service was ordered.

When placing an order for Access Service, the Customer shall provide to the Company the order information required in Section 3.2 in addition to the following:

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

**3.2 Ordering Requirements**

When ordering Switched Access service, the Customer must specify whether the service is to be provided as:

- (1) Direct Trunked Transport to the end office,
- (2) Direct Trunked Transport to a tandem which connects with Common Transport from the tandem to the end office or
- (3) Common Transport to the end office; customer specification of facilities will not impede the flow of traffic via Common Transport and related charges.

When all or a portion of service is ordered as Direct Trunked Transport, the Customer must specify the type and quantity of Direct Trunked Transport Facility (i.e., High Capacity DS1). The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., High Capacity). For High Capacity Entrance Facilities, the Customer must specify the facility assignment and the channel assignment for each trunk.

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### **SECTION 3 – ACCESS SERVICE ORDER (CONT'D)**

#### **3.2     Ordering Requirements (Cont'd)**

- (A) For Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order Switched Access Service by specifying the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.

In addition, for Switched Access Service with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option.

When a Customer orders Switched Access Service in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- (B) When a Customer orders collocation in an end office and/or access tandem with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities or microwave interconnection location involved. The Customer must also specify the particular end office or access tandem location involved, which must be the end office in which the Switched Access Service(s) originate or terminate, or an Access Tandem in which such service(s) are switched. Such orders are subject to availability. Nothing in this tariff shall require the Company to construct facilities.
- (C) For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Switched Access Service.

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SECTION 3 – ACCESS SERVICE ORDER (CONT'D)3.3 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Switched Access Service  
1 to 4 Trunks 28 working Days  
5 to 8 Trunks 30 working Days

If a Customer requests that installation be done outside of normal scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Section 6.3 following.

(B) Negotiated Interval

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

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The Customer requests a service date beyond the applicable Standard Interval service date.

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### SECTION 3 – ACCESS SERVICE ORDER (CONT'D)

#### 3.3 Access Order Service Date Intervals (Cont'd)

##### (B) Negotiated Interval (Cont'd)

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.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of 8YY Access Service six-digit Customer identification NXX is provided with a Negotiated Interval. The addition of an 8YY Access Service ten digit Customer identification record to the 8YY Access Service data base or the deletion of an 8YY Access Service ten digit Customer identification record from the 8YY Access Service data base is provided with a Negotiated Interval.

Maximum Interval Initial establishment of service where Customer is:

- Not yet provided with any Switched Access Service in the LATA - 6 months
- Provided Switched Access Service in the LATA - 90 days

##### (C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)****3.3     Access Order Service Date Intervals (Cont'd)****(C)     Advance Order Interval (Cont'd)**

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

**(1)    Advance Payment**

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable) the minimum (Nonrefundable) monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered. This Advance Payment is due ten (0) working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be cancelled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

**(2)    Cancellation or Partial Cancellation of an Advance Order Interval Access Order** When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services cancelled will not be credited or refunded.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)****3.4     Access Order Modifications**

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or STP Access signaling connections will be treated as a new Access Order (for the increased amount only).

**(A)     Partial Cancellation Charge**

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.5(B)(1) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

**(B)     Expedited Order Charge**

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply. If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a of improvement basis, per order, per day, but in no event shall the charge exceed fifty (50) percent of the total nonrecurring charges associated with the Access Order.

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### SECTION 3 – ACCESS SERVICE ORDER (CONT'D)

#### 3.5 Cancellation of an Access Order

- (A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or an end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31<sup>st</sup> day beyond the original service date of the Access Order.

- (B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
  - (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than thirty (30) days, due to circumstances such as acts of God, facilities embargo, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)****3.6 Cancellation by Company**

- 3.6.1 Service continues to be provided until canceled by the Customer pursuant to Section 3.5 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.
- 3.6.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:
- (A) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, 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 or prohibits Customer from subscribing to, using, or paying for such service.
  - (B) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
  - (C) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - (D) In the event of tampering with the equipment or services of the Company or its agents.
  - (E) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  - (F) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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### **SECTION 3 – ACCESS SERVICE ORDER (CONT'D)**

#### **3.6 Cancellation by Company (Cont'd)**

3.6.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (A) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (B) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (C) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (D) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days' notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- (E) For use of telephone service for any property or purpose other than that described in the application.
- (F) For Customer's breach of any contract for service between the Company and the Customer.

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### SECTION 3 – ACCESS SERVICE ORDER (CONT'D)

#### 3.7 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
  - (2) A change in type of service.
  - (3) Change in Switched Access Service traffic type.
  - (4) A change in STP Link.
  - (5) A change in STP Port.
  - (6) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
  - (7) Change to an existing Switched Access Service to include the provision of 64 kbps Clear Channel Capability.
- (C) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

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

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)****3.8     Restoration of Service**

- 3.8.1   If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 3.8.2   A restoration fee of \$50.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 3.8.3   Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

**3.9     Provision of Company Equipment and Facilities**

- 3.9.1   The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3.9.2   The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 3.9.3   Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)**

**3.9**     **Provision of Company Equipment and Facilities (Cont'd)**

- 3.9.4**     The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (A)     the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (B)     the reception of signals by Customer-provided equipment; or
  - (C)     network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 3 – ACCESS SERVICE ORDER (CONT'D)****3.10 Customer-Provided Equipment**

- 3.10.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 3.10.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 3.10.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 3.10.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 3.11 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 3.10.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 3.10.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.
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