- 5. Ordering for Access Service (Cont'd)
 - 5.2 Access Order (Cont'd)
 - 5.2.2 Ordering Requirements (Cont'd)
 - (H) Special Access Service

For all Special Access Services, the customer must specify the customer designated premises, interconnection cross connects or hubs involved, the type of service (e.g., Voice Grade or WATS Access Line, High Capacity, MegaLink Custom, etc.), the channel interface, technical specification package and features desired. For multipoint services, the customer may request different channel interfaces at each premises; however, all such interfaces must be compatible.

5.2 Access Order (Cont'd)

5.2.2 Ordering Requirements (Cont'd)

(I) WATS Access Line Service

In addition to the ordering requirements for Special Access Service, for WATS Access Line Service the customer must also specify the type of calling for which the service is to be provided, the type of address signaling and the type of supervisory signaling desired. WATS Access Line Service may be ordered by all customers, both end users and Interexchange Carriers. Additionally, when the necessary screening functions are not provided at the wire center which serves the customer's premises, the Telephone Company will provide the service to the nearest wire center where capacity exists. In these circumstances, the customer will be so notified and the order will be changed to designate the appropriate premises. No charge will apply for the order modification.

(J) Self-Healing Transport Networks (STN)

For all Self-healing Transport Networks, the customer must specify the customer designated premises Access Nodes, the Telephone Company Access Nodes, Network Access Points (NAPs) associated with each Digital Transmission Link (DTL), DTL Volume Option and additional DTLs, if any, quantity and type of interface (ports) required at each STN node in terms of DS1, EC-1, DTL, OC3, OC3c or OC12, as well as any other optional features and functions.

5.2 Access Order (Cont'd)

5.2.2 Ordering Requirements (Cont'd)

(J) Self-Healing Transport Networks (STN) (Cont'd)

If Self-Healing Transport Networks are exempt from the Special Access Surcharge, as described in 7.2.5 (Surcharge for Special Access Service), the customer shall furnish the required certification when placing the access order.

(K) MegaLink Custom Services

For all MegaLink Custom Services, the customer must specify the customer designated premises, interconnection cross connects or hubs involved, the interface type (electrical or optical) Channel Termination Volume Option(s), the features desired and billing period. Electrical interface and optical interface Channel Termination Volume Options, as specified in 20.4.1(A) (Channel Termination), may not be combined on one access order at the same customer designated premises. Channel Termination Volume Options for each Channel Termination for a customer designated premises to customer designated premises service must be the same.

If MegaLink Custom Services are exempt from the Special Access Surcharge, as described in 7.2.5 (Surcharge for Special Access Service), the customer shall furnish the required certification when placing the access order.

5.2 Access Order (Cont'd)

5.2.2 Ordering Requirements (Cont'd)

(X) ReliaNet Service

For all ReliaNet services, the customer must specify:

- (1) Type of access connection(s) desired [e.g., Master Access Connection (MAC), Auxiliary Connection (AC), etc.]
- (2) Bandwidth required on the MAC (Sonet Volume Option (SVO) 3, 6, 12, 24, etc.)
- (3) Desired customer premises location(s) for each MAC and Auxiliary Connection, as required.
- and Auxiliary Connection, as required.

 (4) Association between each MAC with specific AC.
- (5) If AC is not ordered directly by the MAC customer of record, the ordering customer must have a Letter of Agency from that MAC customer granting permission to utilize the ReliaNet network.
- (6) Association between MAC and associated second MAC.
- (7) Quantity and type of interface (ports) required for each MAC or AC in terms of DS1, DS3, EC-1, OC3, OC3c or OC12, etc., access ports.
- OC3c or OC12, etc., access ports.

 (8) Capacity for the MAC to MAC Connection in quantities of EC-1s. Each EC-1 must be specified as either DS3 or VT1.5 structure.

 (9) Capacity for the AC to AC Connection in quantities
- (9) Capacity for the AC to AC Connection in quantities of EC-1s. Each EC-1 must be specified as either DS3 or VT1.5 structure.
- (10) Minimum Period desired for each ReliaNet rate element.

The customer's serving wire centers that are located on the inter-office network are found in National Exchange Carrier Association (NECA) Inc. Tariff F.C.C. No. 4. If the customer's serving wire center is not located on the inter-office network, the customer will order an Off-Net Auxiliary Connection. In addition to the Off-Net AC rate element, the customer will also be required to purchase inter-office mileage from his serving wire center to the nearest appropriate inter-office network node (as determined by the Telephone Company). This mileage will be purchased from the appropriate Special Access service tariff from which the baseline service would normally be ordered (e.g., Voice Grade, MegaLink Data, High Capacity, or MegaLink Custom service - Sections 7.3.4, 7.3.9, 7.3.10 and 20.1, respectively).

If ReliaNet services are exempt from the Special Access Surcharge, as described in 7.2.5 (Surcharge for Special Access Service), the customer shall furnish the required certification when placing the access order.

5.2 Access Order (Cont'd)

5.2.3.1 Negotiated Interval

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

- (A) There is no standard interval for the service, or
- (B) The quantity of Access Services ordered exceeds the quantities specified in Section 5.3.2(C)(1), or
- (C) The customer requests a service date beyond the applicable standard interval service date.

Standard Intervals			
Analog/Voice Grade/DS0	10 days		
DS1/Megalink Data (128, 256, 384, 512, 768 kbps) (3)	5 days		
DS3	7 days ⁽¹⁾		
(2)			

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

- (1) Interval only applies where facilities and equipment exist. When facilities and equipment do not exist the interval is dependent upon the complete installation of new facilities and equipment.
- (2) Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.
- (3) Effective October 27, 2016, MegaLink Data Service 128.0, 256.0, 384.0, 512.0 and 768.0 Kbps channels are limited to existing Customers for existing service arrangements; no new or additional term commitments of any kind, including any otherwise available renewals, will be available; and no move, add, or change orders will be accepted.

5.3 Rate Regulations (Cont'd)

5.3.2 Access Order Modification Charges

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

The following will be treated as a new access order (for the increased amount only) when any increase occurs in the number of:

- Special Access Service channels;
- MegaLink Custom Service channels;
- STN additional DTLs or Access Nodes;
- ReliaNet MACs or ACs.

For STN or ReliaNet service, an increase in DTL or SONET Volume Option (SVO), respectively, will be treated as a new access order and the pending access order will be cancelled as specified in 5.3.3.1.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (B) Service Date Change Charge/Dispatch Charge (Cont'd)
 - (1) For services other than Megalink Data, High Capacity DS1 and MegaLink Custom special access services:
 - If a Customer does not accept Access Service within 30 calendar days after the original service date, the order will be cancelled. Appropriate cancellation charges will be applied as set forth in Section 5.3.3(B). The Customer must issue a new order specifying the desired service date if Access Service is still required.
 - (2) For Megalink Data, High Capacity DS1 and MegaLink Custom special access services:
 - If a Customer does not accept Access Service within 30 calendar days after the original service date, the Customer will, at its option:
 - (a) Cancel its Access Order, in which case Section 5.3.3(B) shall apply; or
 - (b) Accept billing within 30 calendar days after the original service date, in which case billing will begin; or
 - (c) Neither cancel the Access Order nor accept service, in which case the following will apply. If the Customer neither cancels the Access Order nor accepts service, all applicable service charges shall begin to accrue on the 31st calendar day after the original service date (the Effective Billing Date). If the Customer accepts service within 90 calendar days after the original service date, the Telephone Company will commence billing upon the Customer's acceptance of service and such billing will apply as of the Effective Billing Date. If the Customer fails to accept service within 90 calendar days after the original service date, the Telephone Company will cancel the relevant Access Order(s) and will bill the Customer for cancellation charges, as set forth in 5.3.3(B), following, plus all charges accrued between the Effective Billing Date and the date of cancellation using the rate associated with the shortest term available for the service being cancelled.

- 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (C) Expedite Charges

Analog (Metallic, Telegraph), DS0 (Megalink Data (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps)) (2) Access Services and Megalink Custom Services (1)

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

When the Customer requests a 0-2 day expedite interval, on DS3, Analog (Metallic, Telegraph, Direct Analog), DS0 (Base Rate), DS1 128, 256, 384, 512, 768 Kbps, Entrance Facilities (Voice Grade, DS1, DS3) and DS1/DS3 Access Service, the request must be received by the Telephone Company by 8:30AM (CT), Monday-Friday. All 0-2 day expedite interval requests received after 8:30AM (CT) will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedite due date. APP day 0 does not begin until SBC verifies facilities or determines facilities are not in place.

If, upon reviewing availability of equipment, facilities and scheduled workload, the Telephone Company agrees to provide service on an expedited basis and the Customer accepts this proposal, an Expedite Order Charge (in case of Analog, DSO, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) or Expedite Circuit Charge (in case of DS3 Entrance Facilities and MegaLink Custom Services) will apply.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (C) Expedite Charges (Cont'd)
 - (1) Analog (Metallic, Telegraph), DSO (Megalink Data (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps)) (2) Access Services, and MegaLink Custom Services (1) (Cont'd)
 - The maximum number of circuits, which may be expedited, is limited to twelve (12) two-point or six (6) multi-point Analog/DSO circuits at the same location; a limit of nine (9) DS1 circuits at the same location; a limit of four (4) DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps)) circuits at the same location; and a limit of two (2) DS3 circuit at the same location. (1) When the number of access circuits exceeds the maximum threshold the interval will be negotiated.
 - If the Telephone Company determines that service can be provided on an expedited basis, the following charges will apply based upon agreed upon expedited service interval. The Expedited Order Charge (in case of Analog, DS0, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) applies on a per order basis, regardless of the number of circuits on the order. The Expedited Circuit Charge (in case of DS3 Entrance Facilities, and MegaLink Custom Services (1)) applies on a per circuit basis.

	Analog/Voice Grade/DS0 Access Services				
USOC	Expedited Service Intervals	Expedited Order Charge			
EODXN	9 days	\$375.00			
EODXL	8 days	\$425.00			
EODXJ	7 days	\$475.00			
EODXG	6 days	\$525.00			
EODXE	5 days	\$575.00			
EODXC	4 days	\$625.00			
EODXA	3 days	\$675.00			
EODWR	2 days	\$1,500.00			
EODWQ	1 days	\$2,000.00			
EODWP	0 days	\$2,500.00			
USOC	DS1/Megalink Data (128, 256, 384, 512, 768 Kbps) Access Services				
	Expedited Service Intervals	Expedited Order Charge			
EODXR	4 days	\$625.00			
EODXP	3 days	\$675.00			
EODWO	2 days	\$1,500.00			
EODWN	1 days	\$2,000.00			
EODWM	0 days	\$2,500.00			

⁽¹⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

⁽²⁾ Effective October 27, 2016, MegaLink Data Service 128.0, 256.0, 384.0, 512.0 and 768.0 Kbps channels are limited to existing Customers for existing service arrangements; no new or additional term commitments of any kind, including any otherwise available renewals, will be available; and no move, add, or change orders will be accepted.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (C) Expedite Charges (Cont'd)
 - (1) Analog (Metallic, Telegraph), DS0 (Megalink Data (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps))
 Access Services and MegaLink Custom Services (Cont'd)

	MegaLink Custom Services				
USOC	Expedited Service Intervals	Expedited Circuit Charge			
EODWL	6 days	\$1,500.00			
EODWK	5 days	\$2,000.00			
EODWJ	4 days	\$2,500.00			
EODWH	3 days	\$3,000.00			
EODWG	2 days	\$3,500.00			
EODWF	1 days	\$4,000.00			
EODWE	0 days	\$4,500.00			

- (a) In addition to Expedited Order Charges or Expedite Circuit Charges, special construction charges may apply, if the Telephone Company determines that additional cost will be incurred.
- (b) When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as specified in Section 5.3.2(B), also applies.

⁽¹⁾ Effective October 27, 2016, MegaLink Data Service 128.0, 256.0, 384.0, 512.0 and 768.0 Kbps channels are limited to existing Customers for existing service arrangements; no new or additional term commitments of any kind, including any otherwise available renewals, will be available; and no move, add, or change orders will be accepted.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (C) Expedite Charges (Cont'd)
 - (1) Analog (Metallic, Telegraph), DSO (Megalink Data (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps))(2)
 Access Services, and MegaLink Custom Services (1) (Cont'd)
 - (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply, unless the missed service date was caused by the customer.
 - (d) The Telephone Company will adhere to the expedite intervals as specified above, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).
 - (2) For all Access Services, excluding Analog (Metallic, Telegraph), DSO (Megalink Data (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps), DovLink), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 (Megalink Data (128, 256, 384, 512, 768 Kbps)) Access Services and MegaLink Custom Services (1)

If the customer desires that service be provided on an earlier date than that which has been established for the access order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Telephone Company determines that service can be provided on the requested date and that additional labor costs or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. The total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%. If the customer instructs the Telephone Company to proceed, such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable additional labor charges as set forth in Section 13.4.

- (1) Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.
- (2) Effective October 27, 2016, MegaLink Data Service 128.0, 256.0, 384.0, 512.0 and 768.0 Kbps channels are limited to existing Customers for existing service arrangements; no new or additional term commitments of any kind, including any otherwise available renewals, will be available; and no move, add, or change orders will be accepted.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.2 Access Order Modification Charges (Cont'd)
 - (C) Expedite Charges (Cont'd)
 - (2) For all Access Services, excluding Analog (Metallic, Telegraph), DSO (Megalink Data), Entrance Facilities (Voice Grade, DS1, DS3), High Capacity DS1 Access Services and MegaLink Custom Services (2) (Cont'd)
 - (a) Extraordinary Costs: The special construction terms and conditions specified in Southwestern Bell Tariff F.C.C. No. 69 will be used by the Telephone Company to determine charges to recover the extraordinary costs which may be involved. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of Southwestern Bell Tariff F.C.C. No. 69.
 - (b) When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as specified in (B) preceding also applies.
 - (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply, unless the missed service date was caused by the customer.
 - (d) The Telephone Company will adhere to customer requested expedites approved by the Telephone Company, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

⁽¹⁾ As of October 6, 2004, MicroLink II service utilizing the X.75 protocol is obsolete and limited to existing installations, at existing locations, for existing customers.

⁽²⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/quidebook.

- 5.3 Rate Regulations (Cont'd)
 - 5.3.3 Access Order Cancellation Charges (excluding the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet)
 - (A) Cancellation of an Access Order

A Customer may cancel an access order at any time prior to (1) the service date or (2) notification by the Telephone Company that service is available for the Customer's use, whichever is later. The cancellation date is the date the Telephone 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. Termination liability charges, associated with term plans, will not apply to orders that are cancelled within 90 calendar days after the original service date where the Customer has accepted billing but not accepted service.

(B) When Cancellation Charges Apply

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

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

- 1. The Access Order Charge
- 2. Other charges specified in Section 5.3.2 (Access Order Modification Charges), if applicable.

Example

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

Cancellation Charge = 55.7% (from the Table of Cancellation Charge Percentages, following) X Non-Recurring installation charge for one channel termination.

The Access Order Charge and other charges specified in Section 5.3.2 (Access Order Modification Charges), if applicable, are added to the cancellation charge.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3 Access Order Cancellation Charges (excluding the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (B) When Cancellation Charges Apply (Cont'd)

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

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

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3 Access Order Cancellation Charges (excluding the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (B) When Cancellation Charges Apply (Cont'd)

Table of Cancellation Charge Percentages											
	Critical Dates (Percentage of Total Provisioning Cost)										
On or After:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
Before:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
Special Access Services											
Metallic Service	1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	100
Telegraph Service	1.6	4.8	8.9	13.6	17	22.2	34.7	43.9	56.9	84.6	100
Voice Grade Service	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100
Program Audio Service	1.4	4.1	5.8	8.3	11.5	16.2	28	37.1	49.5	80.5	100
Megalink Data Service	1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100
High Capacity Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Megalink Custom Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Video	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
Switched Access Services											
Trunks or Lines	7.0	18.9	23.7	24.9	26.3	35.6	51.4	58.3	69.4	90.3	100
High Capacity Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100
All Other Special and Switched Access Services	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3 Access Order Cancellation Charges (excluding the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (C) When Cancellation Charges Do Not Apply
 - (1) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
 - (2) When a customer cancels an access order prior to the application date, no charges apply for the cancellation.
 - (3) If the Telephone Company or the customer misses a service date by more than 30 days, due to circumstances over which it has no direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotion's), the customer may cancel the access order without incurring Cancellation Charges.
 - (4) If the Telephone Company misses a service date for daily rated Audio Service or daily rated Video Service, as provided in Section 7 (Special Access Service), the customer may cancel the access order without incurring Cancellation Charges.
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet

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

Cancellation charges for "point to point" services are based upon the date that a customer cancels an Access Order with respect to the Design Layout Report Date (DLRD), of the service being provisioned, as described in Section 5.3.3.1(B)(2). The DLRD is the date the Design Layout Report is forwarded to the customer. The DLRD is provided to the customer upon firm order confirmation.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)

The table below defines the product categories for "point to point" services pertaining to this section:

"Point to Poi	nt" Services
Service	Product Category/Type
N/A	N/A

Cancellation charges for "non-point to point" services are applied based on actual costs incurred by the Telephone Company as described in Sections 5.3.3.1(A)(2) and 5.3.3.1(B)(3)(b). The table below lists the "non-point to point" services pertaining to this section:

"Non-Point to Point" Services	
Self-Healing Transport Network	
ReliaNet	

- (A) Cancellation of a letter of agreement
 - (1) When facilities must be constructed prior to the Telephone Company receipt of an Access Order ⁽¹⁾, excluding special construction as described in F.C.C. No. 69, the customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate as previously provided by the Telephone Company of the cancellation charges as defined at 5.3.3.1(A)(2). A customer may cancel a written letter of agreement.

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (A) Cancellation of a letter of agreement (Cont'd)
 - (1) (Cont'd)

The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the letter of agreement is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void.

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

- (2) When a customer cancels a letter of agreement, cancellation charges will apply as follows:
 - (a) Installation of facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or on preparation thereof which would not otherwise have been incurred.
 - (b) Where an Access Order has been issued, cancellation charges shall apply as indicated in Section 5.3.3.1(B).
 - (c) Applicable letter of agreement cancellation charges will be calculated from the costs incurred by the Telephone Company at the time the letter of agreement is cancelled. The cancellation charge equals:
 - (i) Non-recoverable cost of equipment and material ordered, provided or used, and
 - (ii) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rightsof-way and other associated costs.
 - (iii) Less previously collected special construction charges, if applicable.

- 5.3 Rate Regulations (Cont'd)
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet(Cont'd)
 - (B) Cancellation of Access Order
 - (1) A customer may cancel an Access Order for installation of service. The Access Order must be cancelled at least one (1) day before the service date.

The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void.

If a customer or customer's end user is unable to accept Access Service and the new service date requested is beyond 30 calendar days of the original service date, the customer has the choice of the following options:

- (a) The Access Order shall be cancelled and charges specified in Section 5.3.3.1(B)(2) will apply, or
- (b) Service shall be accepted, and billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order. If the customer does not select one of the options, the Telephone Company will begin billing for the service on the 31st day beyond the original service date of the Access Order.

(2) When Cancellation Charges Apply

When a customer cancels an Access Order (or a part of an order) after it has been issued, but before notification by the Telephone Company that the service is available for use, cancellation charges will apply, even when nonrecurring installation charges would be waived, as follows:

- (a) When a "point to point" special access service is cancelled on or before the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in Table A in Section 5.3.3.1(B)(3)(a).
- (b) When a lower-speed "point to point" service with a Connecting Facility Assignment (CFA) of a higher-speed "point to point" or "non-point to point" service is cancelled, and a cancelled service has no channel termination or local distribution channel, a cancellation charge will apply on a per circuit basis as shown in Table A in Section 5.3.3.1(B)(3)(a).

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (B) Cancellation of Access Order (Cont'd)
 - (2) When Cancellation Charges Apply (Cont'd)
 - (c) When a "point to point" service is cancelled <u>after</u> the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in Table B, following.
 - (3) Cancellation Charges
 - (a) Point-to-point Services:

TABLE A		
Cancellation Charge		
Product Cancellation Charge		
Category/Type	(Per Circuit)	
N/A	N/A	

TABLE B Cancellation Charge		
Product Cancellation Charge		
Category/Type N/A	(Per Circuit) N/A	

- 5. Ordering for Access Service (Cont'd)
 - 5.3 Rate Regulations (Cont'd)
 - 5.3.3.1 Access Order Cancellation Charges (for the following Special Access Services: Self-healing Transport Network (STN) and ReliaNet) (Cont'd)
 - (B) Cancellation of Access Order (Cont'd)
 - (3) Cancellation Charges (Cont'd)
 - (b) Non-point-to-point services:

Applicable charges will be calculated from the costs incurred by the Telephone Company at the time the Access Order is cancelled. The Cancellation Charge equals:

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