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BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: July 1, 1996

Miami, Florida

EFFECTIVE: July 15, 1996 BY: Joseph P. Lacher, President - FL

# E12. SPECIALIZED SERVICE OR ARRANGEMENTS<sup>1</sup>

(N)

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Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations Note 1: were made with this filing.

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## E12.1 General

### E12.1.1 Provision of Specilized Service or Arrangements

Specialized service or arrangements may be provided by the Company, at the request of an IC, on an individual case basis if such service or arrangements meet the following criteria:

E12. SPECIALIZED SERVICE OR ARRANGEMENTS<sup>1</sup>

- A. The requested service or arrangements are not offered under other sections of this Tariff.
- **B.** The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- C. The requested service or arrangements are provided within a LATA.
- **D.** The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.
- E. This offering is subject to the availability of the necessary Company personnel and capital resources.

## **E12.2 Application of Move Charges**

- A. When service without a maximum termination liability charge associated with it is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half the nonrecurring charge applies.
- **B.** When service with a maximum termination liability charge associated with it is moved and is reinstalled at a new location, the customer may elect:
  - to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location, or
  - 2. to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.
- C. Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

# **E12.3 Contract Service Arrangements**

### E12.3.1 General

- A. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
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# E12.3 Contract Service Arrangements (Cont'd)

### E12.3.1 General (Cont'd)

- Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
- Costs for the contract service arrangements may include one or more of the following items:
  - Labor, engineering and materials.
  - 2. Operating expenses, e.g. maintenance, administration, etc.
  - 3. Return on investment
  - 4. Taxes
  - 5. Depreciation
  - Any other identifiable associated cost. 6.
- Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- Services specified in the following Sections only of this Tariff are available through contract service arrangements:

Section E6 - Dedicated Access Line Service Only

Section E7

- F. Contract Service Arrangements are furnished by the Company to a subscriber only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm, or corporation for such use, or in the collection, transmission or delivery of any communication for others. Contract Service Arrangements will not be offered to Interexchange Carriers (IC's) or other parties for the purposes of resale and/or shared use.
- G. The subscriber and the Company may elect to enter into an agreement where certain rates and/or charges for contract service arrangements are applicable for a fixed period of time. The Company will continue to offer such contract service arrangements without change in the applicable rates and/or charges unless mutual consent has been reached between the Company and the customer to undertake such changes. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.
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