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A4. SERVICE CHARGES

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A4. SERVICE CHARGES

A4.1 Definitions

SERVICE CHARGE

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

Line Connection Charge Line Change Charge Secondary Service Charge Premises Work Charge

Line Connection Charge (First Line and/or Additional Line) applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line and/or Additional Line) applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to rearrange the drop wire, protector and/or network interface.

CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

NETWORK INTERFACE

The network interface is a FCC approved standard registration program jack which is used at the demarcation point as a means of connection between the telecommunications network and the customer's inside wire and/or equipment.

DEMARCATION POINT

The point of demarcation and/or interconnection between Company communications facilities and the customer's terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules.

A4.2 Application of Charges

A4.2.1 General

- **A.** Except as provided hereinafter, the following are subject to service charges:
 - 1. All classes of Basic Exchange Service
 - 2. ESSX-1 Service
 - 3. ESSX service/Digital ESSX service/MultiServ service/MultiServ PLUS service/BellSouth Centrex service
 - 4. Centrex Service

A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.1 General (Cont'd)

- A. Except as provided hereinafter, the following are subject to service charges: (Cont'd)
 - 5. Mobile Telephone Service, except Bellboy service pagers
 - 6. Telephone Answering Service
 - 7. Miscellaneous service arrangements and auxiliary equipment
- **B.** For Mobile Telephone Service the appropriate Business service charges are applicable.
- C. The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces. See Section A14. for FCC approved network interfaces.
- D. Installation charges throughout this *Guidebook* may be applicable in addition to the charges in this section.
- E. Service charges may be required to be paid at the time of application for service.

A4.2.2 Line Connection Charge Application

- **A.** The Line Connection Charge First Line is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- **B.** On multiple line requests, the Line Connection Charge Additional Line applies for each additional line ordered after the first line per customer request.
- **C.** The Line Connection Charge applies:
 - 1. For the connection of an exchange access line or trunk. The charge is applicable per exchange access line or trunk.
 - 2. Per main station line for ESSX service, Digital ESSX service, Centrex service, MultiServ service, MultiServ PLUS service, and BellSouth Centrex service.
 - 3. Per Network Access Register (NAR) for ESSX-1 service.

A4.2.3 Line Change Charge Application

- **A.** The Line Change Charge First Line is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines.
- **B.** On multiple line requests, the Line Change Charge Additional Line applies for each additional line requested changed per customer request after the first line.
- C. If the Line Connection Charge First Line applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Line Change Charge Additional Line rate.
- **D.** The Line Change Charge applies:
 - 1. For each telephone number changed when requested by the customer.

A4. SERVICE CHARGES

A4.4 Dual Service

A4.4.1 General

- **A.** Dual Service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time (90 days maximum) for non-designed services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.
- **B.** A request for Dual Service occurs on orders for a transfer of service (T&F) within the same wire center where no telephone number change is involved.
- **C.** Dual Service will be offered subject to the availability of facilities and technical limitations.
- **D.** Payment for Dual Service is provided for by billing the nonrecurring charge following plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap (90 days maximum).

A4.4.2 Rates and Charges

- A. Exchange Access Line
 - 1. Per line, trunk or main station line

		Nonrecurring	
		Charge	USOC
(a)	Residence	\$20.00	NA
(b)	Business	20.00	NA

A4.5 Reserved for Future Use

A4.6 Reserved for Future Use

A4.7 Tribal Link-Up

A4.7.1 General

- **A.** Tribal Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers residing on federally recognized Tribal lands by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in WC Docket Nos. 11-42, 03-109, 12-23; CC Docket No. 96-45, which complies with the Telecommunications Act of 1996 and the FCC Report and Order and Further Notice of Proposed Rulemaking in WC Docket No. 11-42, adopted January 31, 2012. Specific terms and conditions are as set forth in this guidebook.
- **B.** Tribal Link-Up is supported by the federal universal service support mechanism.
- **C.** A federal credit amount of one hundred percent (100%) of the non-recurring charges for connection of service, up to a maximum of one hundred dollars (\$100.00), is available to be passed through to the subscriber.

A4.7.2 Terms and Conditions

A. General

- 1. Customers eligible under Tribal Link-Up are also eligible for monthly recurring assistance under the Lifeline program
- 2. One Tribal Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- 3. The Tribal Link-Up credit is available a second or subsequent time only for otherwise qualifying commencement of telecommunications service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.
- 4. To receive the credit, proof of eligibility must be provided prior to installation of service.
- The total charges for connecting service, including service and other installation charges, are considered in the credit calculation.
- 6. The non-discounted federal credit amount will be passed along to resellers ordering local service at the prescribed resale discount from this guidebook, for their eligible end users. Eligible carriers, as defined by the FCC, are required to establish their own Tribal Link-Up programs.

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A4. SERVICE CHARGES

A4.7 Tribal Link-Up (Cont'd)

A4.7.2. Terms and Conditions (Cont'd)

B. Eligibility

- 1. To be eligible for a Tribal Link-Up credit, in addition to meeting a tribal land residency requirement, a customer must be a current recipient of any of the following low income assistance programs.
 - a. Temporary Assistance for Needy Families (TANF)
 - b. Supplemental Security Income (SSI)
 - c. Supplemental Nutrition Assistance Program (SNAP)
 - d. Medicaid
 - e. Federal Public Housing Assistance/Section 8
 - f. Low-Income Home Energy Assistance Plan (LIHEAP)
 - g. National School Lunch Program's free lunch program
 - h. BIA (Bureau of Indian Affairs) General Assistance
 - i. Tribally administered Temporary Assistance for Needy Families (TANF)
 - j. Head Start (income eligible)
 - k. Food Distribution Program on Indian Reservations
- Additionally, customers not receiving benefits under one of the preceding programs, and whose household's total gross annual income does not exceed one hundred and fifty percent (150%) of the Federal Poverty Guidelines, meet the requirements for eligibility.
- All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

C. Certification

- 1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Tribal Link-Up credit will not be established until the Company has received proof of eligibility. If the customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Tribal Link-Up credit.
- 2. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Tribal Link-Up program.
- 3. Resellers providing Tribal Link-Up service from this Guidebook are responsible for determining proof of eligibility prior to requesting the service. As set forth in 47 C.F.R. § 417(a) and (b), a reseller must provide a certification, upon request, to AT&T that it is complying with all FCC and applicable State requirements governing Lifeline/Tribal Link-Up programs, including certification and verification procedures. Resellers are required to retain the required documentation for three (3) years and be able to produce the documentation to the Commission or its Administrator to demonstrate that they are providing discounted services only to qualified low-income customers as outlined in B. preceding. Disclosure requirements described in 2. preceding are applicable to resellers of Tribal Link-Up service.

A4.7.3 Rates and Charges

- A. The federal credit available for a Tribal Link-Up connection is a one hundred percent (100%) reduction, up to one hundred dollars (\$100.00), of the customary charge for commencing telecommunications service for a single telecommunications connection at a subscriber's principal place of residence.
- **B.** Tribal Link-Up is identified and provisioned by the USOC LNK.
- **C.** Upon request, qualifying residents may also receive a deferred schedule of payments of up to two hundred dollars (\$200), and any interest charges associated with the connection charge shall be deferred for a period not longer than one (1) year.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 General

A5.1.1 Contents

Section A5. contains the terms, conditions, rates and charges applicable to the provision of Company services which require:

- Special Construction
- Additional Engineering, Labor and Miscellaneous charges
- Charges for Unusual Installations
- Specialized Service or Arrangements
- Contract Service Arrangements
- -Emergency Service Continuity Plan

A5.1.2 Explanation of Terms

ACTUAL COST

The term "Actual Cost" denotes all identifiable costs applicable to the specific case of special construction, plus prorated costs of items used in common with other facilities minus estimated net salvage.

ESTIMATED COST

The term "Estimated Cost" denotes the estimated costs applicable to the specific case of special construction of facilities plus prorated costs of items used in common with other facilities, minus estimated net salvage.

EXCESS CAPACITY

The term "Excess Capacity" denotes a quantity of facilities requested by a customer which is greater than that which the Company would construct to fulfill the customer's order for service.

FACILITIES

The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, computers (both hardware and software), business machines, etc., utilized to provide (1) the services offered under this Guidebook or (2) the services provided by a customer for his own use.

FIVE (5) YEAR FORECAST

The term "Five (5) Year Forecast" denotes a projection of the maximum number of cable pairs the customer will require over a five year period that is mutually agreed upon by the customer and the Company. This is normally the Initial Liability Period.

INITIAL LIABILITY PERIOD

The term "Initial Liability Period" (ILP) denotes a written agreement with the Company and the customer on the quantity of cable pairs to be provided and the length of time in which the customer expects to place the cable pairs in service.

MAXIMUM TERMINATION LIABILITY (MTL) CHARGE

The term "Maximum Termination Liability Charge" denotes the maximum amount of money for which the customer is liable in the event all services or facilities ordered in a special construction case are discontinued before a specified period of time.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 General (Cont'd)

A5.1.2 Explanation of Terms (Cont'd)

MTL PERIOD

The term "MTL Period" denotes the length of time the customer is liable for a termination charge in the event the specially constructed facilities are terminated. The MTL period is equal to the average account life of the telephone facilities provided. When the construction involves multiple classes of Plant with differing lives, the MTL Period is equal to the weighted average of the account lives involved in the special construction case.

NET SALVAGE

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of salvage. Cost of salvage includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

NONRECOVERABLE COST

The term "Nonrecoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has no foreseeable use should the customer terminate service.

OTHER TELEPHONE COMPANY

The term "Other Telephone Company" denotes a company engaged in the business of furnishing public switched network telephone exchange services and which is not BellSouth Telecommunications, Inc or AT&T Florida.

PERMANENT FACILITIES

The term "Permanent Facilities" denotes facilities that are expected to remain in place for the normal service life of the plant.

RECOVERABLE COST

The term "Recoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

SPECIAL CONSTRUCTION

The term "Special Construction" denotes a series of *terms and conditions* that are designed to protect the Company from undue risk associated with specially constructed facilities and allows the Company to recover excessive investments incurred by the construction of facilities that will carry services currently offered on a general basis in a service Guidebook. These *terms and conditions* are also designed to prevent undue subsidizations of specially constructed facilities by the general body of ratepayers.

SUBSCRIBERS IN GENERAL

The term "Subscribers in General", as used in this Guidebook, is to be interpreted to include those cases where new construction is required to serve two or more customers.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 General (Cont'd)

A5.1.2 Explanation of Terms (Cont'd)

TEMPORARY FACILITIES

The term "Temporary Facilities" denotes facilities used to provide service to a customer where it is known before installation of the newly placed facility that the facilities will be relocated or removed prior to the normal service life of the plant.

TERMINATION CHARGE

The term "Termination Charge" denotes the portion of the Maximum Termination Charge that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

UNDERUTILIZATION CHARGE

The term "Underutilization Charge" denotes an obligation, incurred by a customer, which is designed to reimburse the Company for the annual costs of a portion of specially constructed facilities when the customer's actual use of those facilities is less than 70% of the amount of use forecasted or ordered by the customer.

A5.2 Special Construction

A5.2.1 General Terms and Conditions

A. Application

- Special Construction consists of a series of *terms and conditions* that are designed to protect the Company from undue
 risk associated with specially constructed facilities and allows the Company to recover excessive investments incurred by
 the construction of facilities that will carry services currently offered on a general basis in a service Guidebook. These *terms and conditions* are also designed to prevent undue subsidization of specially constructed facilities by the general
 body of rate payers.
- 2. When special construction of facilities is required, the provisions of this Guidebook apply in addition to all *terms*, *conditions*, rates and charges set forth in the appropriate service Guidebook. All applicable provisions set forth in this Guidebook will be implemented by a written agreement prepared by the Company and signed by the customer.
- 3. The *terms, conditions*, rates and charges applicable for special construction of Company facilities which are used to provide services under this Guidebook are as follows.

B. Conditions Requiring Special Construction

- Special construction is required when suitable facilities are not available to meet a customer's order for service and/or a
 mutually agreed upon facility forecast and one or more of the following conditions exist:
 - The Company has no other requirement for the facilities constructed at the customer's request;
 - The customer requests that service be furnished using a type of facility, or via a route, other than that which the Company would otherwise utilize in furnishing the requested service;
 - The customer requests the construction of more facilities than required to satisfy his initial order for service; and submits a mutually agreed upon facility forecast;

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

A5.2.1 General Terms and Conditions (Cont'd)

- **B.** Conditions Requiring Special Construction (Cont'd)
 - 1. (Cont'd)
 - The customer requests construction be expedited resulting in added cost to the Company;
 - The customer requests that temporary facilities be constructed;
 - The cost to construct line extension facilities for an individual subscriber when the cost exceeds the estimated five year exchange revenue;
 - The term "customer" as used in the preceding context also includes those entities/businesses which, due to the nature of their business operations, may create a requirement to terminate a concentration of network facilities at said entities' operational centers. Such facilities may be individually ordered by and billed to separate customers who are patrons of the entities and typically utilize the facilities to avail themselves of the entities' services. Examples of such entities or businesses include, but are not limited to Telephone Answering Services, Alarm Central Terminal Locations and Specialized Mobile Radio Systems and Radio Common Carriers.
 - Service wire (drop wire) that exceeds seventy-five (75) feet and or requires placement through, around, or under encumbrances and placement of transmission enhancers such as load coils, extenders, etc.

C. Ownership of Facilities

1. Unless otherwise specified in this Guidebook, the Company retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

D. Interval to Provide Facilities

- 1. Based on available information and the type of service ordered, the Company will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.
- 2. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the customer will be notified. The amount of interest accrued on all prepaid items will be credited to the customer's account for any delays that could have been circumvented by the Company.
- E. Special Construction Involving Interstate and Intrastate Facilities
 - When special construction involves facilities used to provide both interstate and intrastate services, charges for the
 portion of the construction used to provide intrastate service shall be in accordance with this Guidebook. Charges for the
 portion of the construction used to provide interstate service shall be in accordance with BellSouth's F.C.C. No. 1
 Interstate Tariff.

F. Charges of Other Companies

 Charges and/or Maximum Termination Liabilities for special construction of facilities provided by another company are developed by the other company and may be applied by the Company under this Guidebook on the other company's behalf.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

A5.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

- **F.** Types of Charges (Cont'd)
 - 2. Recurring Charges (Cont'd)
 - d. Charge for Route or Type Other Than Normal (Cont'd)

When the customer requests special construction using a route or type of facilities other than that which the Company would normally use, a monthly recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed facilities and the estimated recurring costs of the facilities the Company would normally use. The charge will be no greater than the recurring costs of the specially constructed facilities.

If the customer has elected the actual cost option, the Recurring Charge will be adjusted to reflect the actual cost of the new construction when the cost is determined. This adjusted Recurring Charge is applicable from the start of service.

e. Lease Charge

A monthly and/or nonrecurring lease charge applies when the Company leases equipment (e.g., portable microwave equipment) in order to provide service to meet the customer's requirements. The amount of the charge is the total added cost to the Company caused by the lease.

f. Excess Costs

When a customer requests service that involves extraordinary conditions or circumstances and the anticipated 5 year revenue to be derived is not sufficient to support the costs associated with the service provision, then a monthly recurring charge is applicable as specified in A5.4. The customer may also elect an optional payment charge as outlined in F.1.g. preceding with this condition.

A5.2.3 Deferral Of The Start Of Service

A. General

The customer may request the Company to defer the start of service on specially constructed facilities for a cumulative period of no more than eighteen months. If the deferral exceeds eighteen months, the special construction case is considered to be cancelled and cancellation charges apply. Requests for deferral must be in writing and are subject to the following *terms and conditions*.

B. Construction Has Not Started

If the Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Quotation Preparation Charge and/or Case Preparation Charge. However, the original quotation is subject to Company review at the time of reinstatement to determine if the original charges are still valid. Any change in charges requires the concurrence of the customer in writing. Additional Quotation Preparation and Case Preparation Charges will also apply.

C. Construction Has Started But Is Not Complete

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

A5.2.3 Deferral Of The Start Of Service (Cont'd)

C. Construction Has Started But Is Not Complete (Cont'd)

If the construction of facilities has started, but has not been completed, before the Company receives the customer request for deferral, charges will apply. The charges vary depending on whether all or some of the services ordered are deferred.

All Services Are Deferred

When all services involving special contruction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The Ouotation Preparation Charge and Case Preparation Charge also apply.

Some But Not All Services Are Deferred

When some, but not all, services utilizing the specially constructed facilities are deferred, the special construction case will be completed. Underutilization and Maximum Termination Charges will apply in addition to Quotation and Case Preparation Charges, and any recurring charges associated with the special construction.

D. Construction Complete

If the construction of facilities has been completed before the Company receives the customer's request for deferral, the Quotation Preparation Charge, Case Preparation Charge, Underutilization and Maximum Termination Charge, as originally determined, and any recurring charges associated with the special construction will apply.

A5.2.4 Construction On Public Highways or Public Rights-of-Way

- **A.** No special construction is applicable for the reasonable provision of new network distribution facilities where the facilities are used for subscribers in general. However, if the provision of such facilities is determined to be unreasonable, then special construction will apply.
- **B.** Where facilities are used to serve an individual subscriber, the subscriber may be required to pay recurring and/or nonrecurring construction charges.
- **C.** The charge in either event will be the amount by which construction cost exceeds the amount of five times the annual exchange revenue.
- **D.** Ownership and maintenance of such facilities is vested in the Company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

A5.2.5 Construction on Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company

A. No special construction is applicable for the reasonable provision of new network distribution facilities where the facilities are used for subscribers in general. However, if the provision of such facilities is determined to be unreasonable, then special construction will apply.

When facilities are used to serve an individual subscriber, the subscriber will be required to pay recurring and/or non-recurring construction charges under the following conditions:

- 1. When five times the annual exchange revenue derived from the services utilizing the facilities is not expected to exceed the cost to construct the facilities.
- 2. The charge shall be the amount by which the construction cost exceeds the amount of five times the annual exchange revenue.

Ownership and maintenance of such circuits on private property is vested in the Company.

- **B.** Supporting structures on private property beyond a mutually agreeable terminating point is the responsibility of the customer.
- C. Requests for moves and rearrangements of poles, cables, and distribution terminals will be accommodated on the basis of cost.
- **D.** Service Charges as specified in Section A4 will apply to moves or rearrangements of drop wire (aerial or buried). Moves and rearrangements exceeding these limitations will be accommodated on the basis of cost.
- **E.** The *terms and conditions* for extending service onto residential and commercial properties are detailed following. Where a building or property is mixed residential/commercial the rules for commercial property will apply.
 - 1. Residential Properties

In areas where buried service is normally furnished by the Company, the Company will open and close necessary trenches providing that suitable easements and rights-of-way may be obtained at no cost to the Company; or, the subscriber or property owner may open and close the trench to the specifications of the Company.

In areas where aerial service is normally furnished by the Company, the Company will provide all poles necessary for the provision of basic exchange service, subject to A. preceding, or the subscriber or property owner may provide poles to the specifications of the Company.

In lieu of buried service, in areas where buried service is normally furnished by the Company, the subscriber or property owner may provide a conduit, equipped with pullwire, to a service point designated by the Company.

In cases where the subscriber or property owner requests service in other than the normal manner (e.g., buried in an aerial service area), excess costs to provide service will be billed to the person requesting service.

2. Commercial Properties

Property owners and/or subscribers are responsible for the provision of an underground conduit system from a service point designated by the Company to a mutually agreeable termination point inside commercial buildings. The entrance conduit system will include the necessary handholes, pullboxes, pullwires, manholes and other associated structure to enable the Company to install the cable or wire.

Where the terrain or other conditions are such that, in the judgement of the Company, a conduit system will not serve as a feasible entrance method, the property owner or subscriber may open and close a trench to the specifications of the Company; or, at the subscriber's request and Company's discretion, the Company will perform the trenching work and apply appropriate special construction charges.

In areas served by aerial cable, the Company will provide all necessary poles, subject to A. preceding.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.5 Special Service Arrangements

A5.5.1 General Terms and Conditions

- **A.** Special service arrangements¹ (Special Assemblies) may be provided by the Company, at the request of a customer on an individual case basis if such service or arrangements meet the following criteria:
 - 1. The requested service or arrangements are not offered under other sections of this Guidebook.
 - 2. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
 - 3. The requested service or arrangements are compatible with other Company services, facilities, equipment and its engineering and maintenance practices.
 - 4. This offering is subject to the availability of the necessary Company personnel and capital resources.
- **B.** Rates, Charges, and additional *terms and conditions* if applicable, for special service arrangements are developed on an individual case basis, and will include all costs, plus an appropriate level of contribution, associated with the provision of the service.
- C. Costs for the specialized service or arrangements will include one or more of the following items:
 - 1. Labor, engineering and materials
 - 2. Supervision
 - 3. Operating expenses, e.g., maintenance, administration, etc.
 - 4. Return on investment
 - 5. Taxes
 - 6. Depreciation
 - 7. Charges associated with construction provided by another Company
 - 8. Charges for securing private rights-of-way
 - 9. Charges for securing use of poles and pole line attachments on other company poles
 - 10. Equipment or space rental
 - 11. Expenses made necessary by damages caused by the customer or his agents
 - 12. Any other identifiable associated cost
 - 13. Cost for rearrangements and changes
 - 14. Supporting structures

A5.5.2 Reserved for Future Use

Note 1: In order to meet Open Network Architecture (ONA) requirements, the Company, upon customer request, will produce a special arrangement for Performance and Fault Management Service based upon criteria in A5.5.1.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Bulk Facility Terminations for Secretarial Service Facilities

Secretarial service firms generally have sufficient activity (e.g., installations of secretarial service lines terminated in telephone answering bureau switchboards) to warrant the provision of a bulk facility termination which will enable the Company to more readily meet the customer's service needs. For this reason, where in the Company's judgment such termination of a bulk facility is required, on and after March 25, 1974 cable facilities will be provided as fixed terminations on secretarial line jacks of telephone answering bureau switchboards at charges based on costs at the time this work is done. These charges will be applicable to the secretarial service firm and will be in addition to all other appropriate rates and charges for work done and services provided.

A5.7 Contract Service Arrangements

A5.7.1 General

- **A.** Contract service arrangements may be offered to meet offerings by any competitive provider of the same, or functionally equivalent, non-basic services in a specific geographic market or to a specific customer.
- **B.** Rates, Charges, Terms and additional *terms and conditions*, 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. For customers with service locations in multiple rate groups within the State, the Contract Service Arrangement may include a composite statewide rate based on a weighted average of the applicable business line rates for the rate groups in which the lines are located.
- C. Costs for the contract service arrangements will 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
 - 6. Any other identifiable associated cost
- D. Unless otherwise specified, the *terms and conditions* for contract service arrangements are in addition to the applicable *terms*, *conditions* and rates specified in other sections of this Guidebook.
- E. Contract Service Arrangements may be offered on any non-basic service in this Guidebook that satisfies the requirements specified in this section of the Guidebook. Contract Service Arrangements may be offered for a basic service only if the basic service is offered as part of a package with non-basic services.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.7 Contract Service Arrangements (Cont'd)

A5.7.1 General (Cont'd)

F. 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 subscriber to undertake such changes. 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.

A5.8 Emergency Service Continuity Plan

A5.8.1 General

The Company will provide Emergency Service Continuity as described in this Section subject to the rates, terms and conditions (T) stated. Service is provided subject to a determination by the Commission, either upon petition by the Company or upon the Commission's own motion, that an Alternative Local Exchange Company (ALEC) has effectively abandoned its end users or that some other sufficient emergency exists to justify use of this *guidebook*.

A5.8.2 Explanation of Terms

ABANDONMENT DATE

The date that an ALEC abandoned its end users, or the date that some other sufficient emergency exists to justify use of this (T) Guidebook.

ABANDONED END USER

The former subscriber of an ALEC that receives service under A5.8.

ALEC

Alternative Local Exchange Company.

EMERGENCY SERVICE CONTINUITY

The service provided pursuant to this Guidebook.

NEW SERVICE PROVIDER

The service provider affirmatively chosen by an Abandoned End User. A New Service Provider can be either an ALEC or the Company.

UNE-P

The unbundled network element-platform service provided by the Company to an ALEC under an interconnection agreement.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan (Cont'd)

A5.8.6 Rates

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates in that provider's interconnection agreement for the period from the abandonment date through the last date the Company provides Emergency Service Continuity. If no interconnection agreement for such rate exists, the Company will charge the rates approved by the Commission for the appropriate 2-wire loop, port and feature rates. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed.
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge the rates applicable to the services provided to the end user by the Company consistent with the Company's Guidebook from the abandonment date.

A5.9 Conversion of Overhead Telecommunications Facilities to Underground

A5.9.1 Explanation of Terms

- A. For purposes of this paragraph A5.9, the following definitions shall apply:
 - 1. Applicant Any person or entity, including any association, municipality, county or other local government, that requests the conversion of overhead Company facilities to underground.
 - Conversion Installation of underground facilities where underground facilities will be substituted for existing overhead facilities.
 - 3. Cost Estimate A cost estimate for conversion work prepared by the Company following receipt of the applicable cost estimate preparation charge.
 - 4. Cost Estimate Preparation Charge The charge an applicant pays to the Company to secure a cost estimate for conversion.
 - 5. Overhead Facilities Company aerial cable and Company poles.
 - 6. Underground Facilities Direct buried facilities or facilities in underground conduit.

A5.9.2 General *Terms and Conditions*

- A. The special construction provisions set forth in A5.2 of this Guidebook shall not apply to requests for conversion of overhead facilities or to any work for or related to conversion. The provisions set forth in this paragraph A5.9 shall apply to requests for conversion of overhead facilities.
- B. An applicant shall request conversion in writing and specify in detail the overhead facilities that are the subject of the requested conversion. Upon receipt of a written request, the Company will determine the feasibility of converting the overhead facilities. If the written request requires revision to determine the feasibility of conversion, the Company will so notify the applicant. If the Company determines that the requested conversion is feasible, then the Company will so notify the applicant. If the applicant wishes to secure a cost estimate for the requested conversion, the applicant will request the cost estimate in writing, and the Company will thereafter notify the applicant of the cost estimate preparation charge that the applicant must pay to the Company in advance to secure a cost estimate. If the conversion is not feasible, the Company will notify the applicant and will have no obligation to proceed with the applicant's request or with the requested conversion. The Company shall have the sole discretion to determine whether the conversion is feasible.
- C. If an applicant requests a cost estimate for conversion, a charge for the preparation of a cost estimate will apply. The applicant will pay the cost estimate preparation charge before development of the cost estimate commences. The charge includes the costs associated with the development of the cost estimate. The cost estimate preparation charge is non-refundable and is applicable whether or not the conversion work occurs. If an applicant cancels a request for a cost estimate prior to its completion, the Company will return to the applicant any portion of the previously paid cost estimate preparation charge that is in excess of costs incurred by the Company to prepare the cost estimate.
- D. If an applicant wishes to proceed with conversion, the applicant may only do so following receipt of a cost estimate and, in such case, shall notify the Company in writing of its desire to proceed with conversion. Thereafter, the applicant must execute a written agreement prepared by the Company governing such conversion work within 180 calendar days of the date of the cost estimate or, if not executed within the 180-day period, must request a new cost estimate. A cost estimate preparation charge shall again apply for a new cost estimate. The payment for the conversion work in the agreement shall be based upon the cost estimate.
- E. If an applicant requests engineering consultation work for a proposed conversion and if the applicant has not previously paid for such work via a cost estimate preparation charge or a conversion agreement, then engineering consultation charges will apply as provided in A5.3.1 of this Guidebook. In advance of the work, the applicant, at the Company's request, will sign an agreement agreeing to pay those charges.

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GENERAL EXCHANGE GUIDEBOOK FOR THE STATE OF FLORIDA

This Guidebook contains *terms*, *conditions* and rates applicable for the furnishing of Basic Local Exchange Service, Long Distance Message Telecommunications Service, Mobile Telephone Service, Wide Area Telecommunications Service and for other general subscriber services, equipment and facilities associated with the preceding services offered by BellSouth Telecommunications, LLC¹ within this State.

Communication services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio or a combination thereof.

Note 1: Wherever in this Guidebook or its headings, the term "Company" or the name "Southern Bell Telephone and Telegraph Company", "BellSouth Telecommunications" or "BellSouth" appears, that shall mean and shall refer to BellSouth Telecommunications, LLC d/b/a AT&T Florida or AT&T Southeast, unless the context clearly indicates otherwise.

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GENERAL EXCHANGE GUIDEBOOK FOR THE STATE OF FLORIDA

EXPLANATION OF SYMBOLS

When changes are made on any page, a revised page will be issued canceling the page affected; such changes will be identified through the use of the following symbols:

(B)	To signify rates established under bond	
(C)	To signify a changed term and condition	(T
(D)	To signify discontinued rate, <i>term and condition</i> or text	(T
(I)	To signify increase in rate	
(M)	To signify a move from one page to another with no change to text or term and condition	(T
(N)	To signify new rate and/or new term and condition, and/or new text	(T
(O)	To signify obsoleted rate, <i>term and condition</i> or text	(T
(R)	To signify reduction in rate	
(S)	To signify matter already appearing in another part of the Guidebook and repeated for clarification	
(T)	To signify a change in text but no change in rate or term and condition	(T
(U)	To signify USOC added or changed only	
(V)	To signify vintaged offering	

The preceding symbols will apply except where additional symbols are identified at the bottom of an individual page or at the beginning or end of a section or paragraph.

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(DELETED)	(D)
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PreferredPack Plan	
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SMARTPath Service	
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Stylist Service	
SynchroNet Service	

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TouchStar Service	
(DELETED)	(D)
WatchAlert Service	
WatsSaver Service	
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