
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

(T)

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.

(T)

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

1. 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. (T)
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. (T)
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. (T)

B. Conditions Requiring Special Construction

1. 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;

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

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

(T)

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

1. 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

1. 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.

(T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

A5.2.2 Liabilities, Charges and Payments for Special Construction

- A. General
 - 1. The various charges and payments that apply when the Company provides special construction of facilities in accordance with a customer's specific request are described as follows. The customer must provide the Company with written approval of all liabilities and charges prior to the start of construction. If more than one condition requiring special construction is involved, charges for each condition apply.
- B. Payment of Charges
 - 1. Payment is due upon presentation of a bill for the specially constructed facilities. To safeguard its interests during construction, the Company will require the customer to make an advance payment for the portion of the estimated cost of the special construction for which the customer is subject to a nonrecurring charge. Partial payments will be requested as costs are incurred and will be credited to the customer's account. No special construction charges paid to the Company are refundable except as provided under Section A5.2.2.D.3.
- C. Start/End of Billing
 - 1. When the facilities are provided, billing of recurring charges for specially constructed facilities starts on the contract service date or the inservice date, whichever is earlier. Billing accrues through and includes the day that the specially constructed facilities are discontinued. Monthly charges will normally be billed one month in advance.
- D. Development of Liabilities and Charges
 - 1. The customer has the option of having the liabilities and charges billed based on either estimated or actual costs. Costs, as used in this context, may include one or more of the items specified in A5.5.1 following. Estimated costs will be billed unless the customer notifies the Company of the selection of the actual cost option in writing prior to the start of special construction.
 - 2. Under the estimated cost option, special construction liabilities and charges are developed based on estimated costs and will be specified in the written agreement between the customer and the Company.
 - 3. Under the actual cost option, if all actual costs are not available prior to the start of service, estimated special construction charges will be specified in the written agreement between the customer and the Company. As soon as the actual costs, including costs of preparation and processing are subsequently determined, the estimated charges will be adjusted to reflect the actual costs.
- E. Types of Contingent Liabilities
 - 1. In Special Construction cases that involve recurring charges as described in A5.2.2.F.2. following, one or both of two categories of contingent liabilities will apply. These liabilities, (1) Maximum Termination Liability (MTL) and (2) Underutilization Liability (UL) are described as follows.
 - a. Maximum Termination Liability and Termination Charge, is a liability against the customer for whom facilities were constructed. If the customer prematurely discontinues the use of the facilities, the liability will be converted into a termination charge if it is determined at the time of disconnect that the facilities are not reusable.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

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

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)

a. (Cont'd)

- (1) A Maximum Termination Liability is equal to the nonrecoverable costs associated with specially constructed facilities and is the maximum amount which could be applied as a Termination Charge if all specially constructed facilities were discontinued before Maximum Termination Liability expires.
- (2) The liability period is equal to the average life of the account associated with the specially constructed facilities. The liability period is generally expressed in terms of an effective and expiration date.
- (3) A Termination Charge is applicable when all services using specially constructed facilities which have a written and signed agreement for a Maximum Termination Liability are discontinued prior to the expiration of the liability period. The charge reflects the unamortized portion of the nonrecoverable costs at the time of termination, adjusted for net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. A Termination Charge may never exceed the Maximum Termination Liability agreed to and signed by the customer in the initial contract.
- (4) The Maximum Termination Liability in the signed agreement is in decreasing amounts at ten-year intervals over the average account life of the facilities. In the event that the average account life of the facilities is not an even multiple of ten, the last increment will reflect the appropriate number of years remaining.

Example Illustrating A 27-year Average Account Life:

Maximum Termination Liability	Effective Date	Expiration Date
\$10,000	6/1/84	6/1/94
7,000	6/1/94	6/1/04
3,000	6/1/04	6/1/11

- (5) Prior to the expiration of each liability period, the customer has the option to (A) terminate the special construction case and pay the appropriate charges, or (B) extend the use of the specially constructed facilities for the new liability period.
- (6) The Company will notify the customer six months in advance of the expiration date of each ten-year liability period. The customer must provide the Company with written notification at least 30 days prior to the expiration of the liability period if termination is elected. Failure to do so will result in an automatic extension of the special construction case to the next liability period at the Maximum Termination Liability amount.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

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

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)

a. (Cont'd)

- (7) A partial termination of specially constructed facilities will be provided, at the election of the customer. The amount of the Termination Charge associated with such partial termination is determined by multiplying the termination charge which would result if all services using the specially constructed facilities were discontinued, at the time partial termination is elected, by the percentage of specially constructed facilities to be partially terminated. A new written agreement will be made following a partial termination to list remaining Maximum Termination Liability amounts and the number of specially constructed facilities the customer will remain liable for.

Example:

A customer with a Maximum Termination Liability contract of \$100,000 for 3600 specially constructed facilities requests a partial termination of 900 facilities. The Termination Charge for all facilities, at the time of election, is \$60,000. The partial termination charge, in this example, is \$60,000 x 900/3600, or \$15,000.

- b. Annual Underutilization Liability and Underutilization Charge as specified in Section A5.2.2.F.2.b. denotes a per unit amount that will be billed annually if less than 70% of the specially constructed facilities are being utilized.

- (1) Prior to the start of special construction, the Company and the customer will agree on (1) the quantity of facilities to be provided, and (2) the length of the planning period during which the customer expects to place the facilities in service. The planning period is hereinafter referred to as the Initial Liability Period (ILP). The ILP is listed in the written agreement with an effective and expiration date.

- (2) Underutilization occurs only if, at the expiration date of the ILP and annually thereafter, less than 70 percent of the specially constructed facilities are in service per the written agreement at *Guidebook* service rates. (T)

- (3) An annual underutilization liability amount is calculated on a per unit basis (e.g., per cable pair) for each case of special construction. This amount is equal to the annual per unit cost and includes depreciation, maintenance, administration, return, taxes and any other costs identified in the supporting documentation provided at the time the special construction agreement is signed.

- (4) Upon the expiration of the ILP, the number of underutilized facilities, if any, is multiplied by the annual underutilization liability amount. This product is then multiplied by the number of years (including any fraction thereof) in the ILP to determine the underutilization charge.

- (5) Annually thereafter, the number of underutilized facilities, if any, existing on the anniversary of the ILP expiration date will be multiplied by the annual underutilization liability amount to determine the underutilization charge for the preceding 12 month period.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Special Construction (Cont'd)

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

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)
 - b. (Cont'd)
 - (5) (Cont'd)

Example:

A customer orders 100 services and the special construction of a 600 pair building riser cable is agreed to, based on the customer's 5 year facility requirements. The ILP, in this example, would be 5 years. The annual underutilization liability is stated in the written agreement at \$2.00 per pair. If 400 pairs were in service at the end of the ILP, there would be an underutilization of 20 pairs, i.e., 420 (70% of 600) - 400 = 20. The total underutilization charge for the first 5 years would be \$200.00, or \$2.00 per pair x 20 pairs x 5 years.

If 420 pairs are in service at the end of the 6th year, there is no underutilization, i.e., $420 - 420 = 0$.

F. Types of Charges

Nonrecurring and/or Recurring Charges will be applicable for special construction. These categories are described as follows.

1. Nonrecurring Charges

One or more of the following nonrecurring charges will apply for each case of special construction or inquiry for special construction:

- **(DELETED)** (D)
- **(DELETED)** (D)
- Engineering Work Preparation Fee (N)
- Termination
- Cancellation
- Rearrangements and/or removals
- Expediting the construction
- Optional payment plan
- Supporting structures on private property/pole attachment fees
- Special routing of service entrance facilities
- Temporary facilities

(M)

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)

1. Nonrecurring Charges (Cont'd)

a. **(DELETED)**

(M)(D)

b. **(DELETED)**

(D)

c. Engineering Work Preparation Fee

(N)

A one-time Engineering Work Preparation Fee of \$500 will apply for the preparation of a quotation for custom work which may require construction charges. This fee is applicable prior to preparation of an estimate for custom work requiring construction charges and will be applied regardless of whether or not the work is ultimately performed for the customer. The Engineering Work Preparation Fee is nonrefundable; however, should the customer proceed with the custom work the fee will be applied against the special construction charges. If work is determined not to be a custom work order after the field visit by the engineer, the fee will be refunded to the customer.

(N)

The Engineering Work Preparation Fee provides for the development and preparation of a detailed estimate of cost including any appropriate engineering costs incurred in the preparation of this quotation. The customer will be advised of this charge and must agree to pay it before development of the quotation will commence. Preparation of the quotation will begin after the Engineering Work Preparation Fee is received by the Company.

(N)

Payment of the Engineering Work Preparation Fee does not assign, confer, or transfer title or ownership rights to proposals or equipment, designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company except as specifically provided by an agreement between all parties.

(N)

The Company has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote.

(N)

(M)

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)

1. Nonrecurring Charges (Cont'd)

d. Termination Charge

A termination charge applies when, at the customer's request, services (unless otherwise specified in the written agreement) provided on specially constructed facilities which have specified Maximum Termination Periods, are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed facilities, adjusted for tax effects, net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. Termination charges will never exceed the Maximum Termination Charge.

e. Cancellation Charge

If the customer cancels the order prior to the start of service, a cancellation charge will apply. The charge will include all nonrecoverable costs incurred by the Company up to and including the time of cancellation.

f. Rearrangement and/or Removal Charges

When the Company is requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Guidebook, the person/company at whose request such move or change is made will be required to bear the costs incurred.

Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement.

(N)

g. Expediting Charge

An expediting charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional cost. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

h. Optional Payment Plan

All customers will be informed of and may elect to pay an optional nonrecurring charge when requesting special construction of facilities utilizing (1) a type of facility other than normal, (2) a route other than that which the Company would otherwise utilize in furnishing the requested service, or (3) a service that involves extraordinary conditions or circumstances. Payment of this charge will result in a lower recurring charge for the special construction. This election must be made in writing, before special construction starts.

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)

1. Nonrecurring Charges (Cont'd)

h. Optional Payment Plan (Cont'd)

(T)

If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.

If any portion of the specially constructed facilities, for which an optional payment charge has been paid, requires replacement, other than that caused by the Company, a charge for replacement will apply. This charge will be at the same ratio as the initial optional payment charge was to the installed cost of the specially constructed facilities. The customer will be notified in writing that the replacement is required. Replacement will not be made without the customer's order. If any portion of the facilities subject to the replacement charge fails, service will not be restored until the customer orders the replacement.

i. Supporting Structures on Private Property

(T)

These charges (when applicable as specified in Section A5.2.5) include the costs of planning and building supporting structure on private property. Supporting structure includes poles, conduit, trenching, backfilling and associated costs. Ownership and maintenance of supporting structure on private property is vested in the customer or property owner.

In cases where the customer or property owner is unable to provide the structure, the Company at its discretion will perform the work and bill the customer or property owner. Ownership and maintenance of supporting structure on private property is vested in the customer or property owner.

j. Service Entrance Facilities

(T)

Entrance facilities include all cable and wire required to reach the normal network interface. When, at the request of the property owner or customer, a special route, network location, network arrangement or duplicate facility is required, a nonrecurring charge will apply equal to the additional cost above that which would have normally been incurred if the special route, location or arrangement was not required. These costs can be billed on an actual or estimated basis in accordance with Section A5.2.2.D.

k. Temporary Facilities

(T)

Special Construction is considered to be "temporary" when one of the following conditions exists:

- The facilities are constructed to provide service to a customer for less than the minimum service period or less than one month, whichever is longer.
- The facilities are constructed and it is known in advance that the newly placed plant will be relocated or removed prior to the end of the normal service life of the plant.

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)

1. Nonrecurring Charges (Cont'd)

k. Temporary Facilities (Cont'd)

(T)

If a customer desires to change the service requested from temporary to permanent, such a change will be permitted if the request is made before any initial payment for the temporary service is received by the Company. The customer is liable for any nonrecurring charges for the construction of temporary facilities that cannot be reused or transferred to the permanent facilities. If the permanent facilities can not be reused then a contract for underutilization and maximum termination charge will apply for the permanent facilities in addition to Quotation and/or Case Preparation Charges, and any recurring charges associated with the special construction.

The nonrecurring charge for temporary facilities includes all nonrecoverable costs associated with the placement and removal of such facilities.

2. Recurring Charges

a. Recurring Charges will always apply for the following conditions:

- (1) When a customer uses fewer facilities (i.e., cable pairs) than originally forecasted (Underutilization Charge).
- (2) When a customer orders more facilities (i.e., cable pairs) than required to satisfy the demand projected in the Initial Liability Period (Excess Capacity Charge).
- (3) When a customer requests a facility route or type other than that which the Company would utilize to provide a service (Charges for route or type other than normal).
- (4) When a customer's request results in the Company's leasing transmission or other equipment from private vendors to provide service (Lease Charge).
- (5) When a customer requests service that involves extraordinary conditions (Excess Costs).

b. Underutilization Charge

An underutilization charge will apply at the end of the Initial Liability Period if less than 70% of the cable pairs placed is being utilized. The charges are calculated as outlined in A5.2.2.E.1.b.

c. Excess Capacity Charge

An excess capacity charge applies when the customer requests more cable pairs be placed than are required to satisfy the demand projected in the Initial Liability Period. The charge is based on the estimated cost per cable pair times the excess number of cable pairs requested. The charge applies monthly beginning with the contract service date until the customer orders service to be activated on 70% of the cable pairs placed. The Excess Capacity Charge will not apply to cable pairs identified in the Forecasted amount.

d. Charge for Route or Type Other Than Normal

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*. (T)

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.

1. All Services Are Deferred

When all services involving special construction 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 Quotation Preparation Charge and Case Preparation Charge also apply.

2. 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

(DELETED)

A. Pole Line Construction

1. No construction charge is applicable for the provision of new pole line construction on public highways or other easements within the base rate area, or outside the base rate area when such pole line is to be used in serving subscribers in general. (D)

2. Except as provided preceding, when an applicant for service is located outside the base rate area in territory where new pole line construction is required and the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment, the Company will provide new pole line construction to the extent of two poles per subscriber to be served at no construction charge, provided said two poles are to be used for the purpose of carrying central office circuits. Poles in excess of such two poles per subscriber to be served are provided in one of the following methods: (N)

a. The subscriber may pay the Company the cost of each pole provided. Ownership and maintenance of such poles is vested in the Company. (N)

b. If agreed to in writing by both parties, the subscriber, at his own expense, may furnish the portion of pole line and circuits from his station location to an agreed upon point of connection with the Company's system. The subscriber is required to maintain or bear the expense of maintaining his portion of the pole line and circuit and also to bear the expense of installing the station equipment. The station equipment will be maintained by the Company but maintenance expense incurred, because of the inaccessibility of the station or because of disrepair of the subscriber owned portion of the line, shall be borne by the subscriber. (N)

3. Where poles are provided in A5.2.4.A.1. preceding the Company will furnish and maintain the necessary circuits. Where poles are provided in A5.2.4.A.2.a. preceding, the Company will furnish and maintain the necessary circuits but the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. (N)

B. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in A5.2.4.A. preceding are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance. (N)

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. (T)

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

(M)

A5.3 Additional Engineering, Additional Labor and Miscellaneous Charges

A5.3.1 Additional Engineering

A. Definition and Application

1. Additional engineering is that engineering or engineering consultation requested by the customer as described in a. through c. following. The Company will notify the customer in writing that additional engineering charges as specified in B. following, will apply before any additional engineering is undertaken.
 - a. Engineering Consultation

Engineering consultation is the securing of technical advice from the Company by the customer not in connection with a specific order, and situations in which the customer requests the Company to provide information or to perform a function which will entail additional engineering by the Company. This does not include inquiries of a short duration where no significant engineering time is required or inquiries associated with customer service forecasts.
 - b. Expedited Engineering

Expedited engineering is that time required to meet a customer request for a less than normal engineering design interval.
 - c. Engineering of Connections with Other Telephone Companies

Engineering of connections with other telephone companies, if not Concurring Carriers, is the engineering activity of contacting, coordinating and designing with another telephone company, portions of facilities which connect to facilities provided by another telephone company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.3 Additional Engineering, Additional Labor and Miscellaneous Charges (Cont'd)

A5.3.1 Additional Engineering (Cont'd)

B. Charges for Additional Engineering

1. Engineering Consultation, Expedited Engineering and Engineering of Connections with other telephone companies (if not Concurring Carriers)

	First Half Hour Or Fraction Thereof	Each Additional Half Hour Or Fraction Thereof	USOC
(a) Basic rate	\$66.00	\$39.79	AEH
(b) Overtime rate, outside of normal business hours	73.41	47.20	AEH

A5.3.2 Additional Labor

A. Definition

1. Additional labor is that requested by the customer on a given service as described in a. through f. following. The Company will notify the customer in writing that additional labor charges as specified in B. following, will apply before any additional labor is undertaken.
 - a. Overtime Installation
Overtime installation is that Company installation effort outside of regularly scheduled working hours.
 - b. Overtime Repair
Overtime repair is that Company maintenance effort performed outside of regularly scheduled working hours.
 - c. Additional Installation Testing
Additional installation testing is that testing performed by the Company at the time of installation which is in addition to pre-service acceptance testing. Pre-service testing includes testing for dialing, answering and talking capabilities.
 - d. Stand By
Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make coordinated tests on a given service.
 - e. Testing and Maintenance with Other Telephone Companies
Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies (if not Concurring Carriers) which is in addition to effort required to test, maintain or repair facilities provided solely by the Company.
 - f. Other Labor

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.3 Additional Engineering, Additional Labor and Miscellaneous Charges (Cont'd)

A5.3.2 Additional Labor (Cont'd)

A. Definition (Cont'd)

1. (Cont'd)

f. Other Labor (Cont'd)

As agreed by the Company and the customer, additional labor not included in a. through e. preceding may be undertaken.

B. Charges for Additional Labor

1. Overtime Installation or Repair

a. Provided at the same Rates and Charges as the Time and Material Charge Plan found in Section A4.

2. Additional Installation Testing, Stand By, Testing and Maintenance with other telephone companies (if not Concurring Carriers) or Other Labor

a. Provided at the same Rates and Charges as the Time and Material Charge Plan found in Section A4.

A5.3.3 Miscellaneous Charges

A. (DELETED)

B. (Obsoleted, See Section A105.)

(D)

A5.4 Charges for Unusual Installations

A5.4.1 Special Types of Installation

When a special type of installation is desired by a subscriber or where the individual requirements of a particular situation make the installation unusually expensive, the subscriber is required to bear the excess cost of such installation. Recurring monthly charges will be calculated on the actual cost of provisioning, normal maintenance, taxes, and in addition, any special maintenance expense that may from time to time occur will be borne by the subscriber except that maintenance of buried service wire, including trench where required, will be at the expense of the Company.

A subscriber may also be required to pay the amount of additional costs incurred by the Company resulting from the subscriber's special requests. Such special requests may include, but are not limited to, expedited shipping.

A5.4.2 Reserved for Future Use

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.5 Special Service Arrangements

A5.5.1 General Terms and Conditions

- (T)
- 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. (T)
- 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.

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. (T)
- C. Costs for the contract service arrangements will include one or more of the following items:
 - 1. 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. (T)
- 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.

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)

A5.8.3 Application

- A. From the abandonment date until an Abandoned End User is transitioned to a New Service Provider, or until denial or disconnection of service as provided in A5.8.4 following, the Company will provide each Abandoned End User with the telecommunications service existing at the end user premises at the time of the Company's assumption of responsibility under this *Guidebook*. Abandoned End Users will not be able to modify the telecommunications service until electing a New Service Provider. (T)
- B. The Company will provide maintenance and repair services while providing Emergency Service Continuity.

A5.8.4 Notice

- A. Promptly after receipt of the Commission determination of abandonment or other emergency, the Company will provide notice to each Abandoned End User through the Company's service facilities and/or public media. The notice will inform each Abandoned End User that:
 - 1. Each Abandoned End User may continue to receive telecommunications service through the Emergency Service Continuity Plan for a minimum period of fourteen (14) days from the date initial notice is given while each Abandoned End User decides upon and transitions to a New Service Provider.
 - 2. After notice has been given to the Abandoned End User and the time period in 1. preceding has transpired, service will be denied unless the Abandoned End User has transitioned to a New Service Provider, or the Abandoned End User has placed an order to transition to a New Service Provider and the order is being processed. When service is denied, the Abandoned End User will be able to call 911 Service, but will be unable to make or receive other calls;
 - 3. After the time period in 1. preceding has passed and a minimum of fourteen (14) additional days have transpired, service will be disconnected unless the Abandoned End User has transitioned to a New Service Provider, or the Abandoned End User has placed an order to transition to a New Service Provider and the order is being processed.
- B. Use of Company facilities may be discontinued without notice at any time after an Abandoned End User has transitioned to a New Service Provider that does not require use of Company facilities.
- C. The Company will provide notice on at least one (1) occasion during the period prescribed in A. preceding.

A5.8.5 Conditions

- A. Emergency Service Continuity will be provided only where the Company has been the underlying facilities provider through a resale or a UNE-P arrangement with an ALEC. Service Continuity will be provided through other service arrangements (i.e., UNE Loop) upon mutual agreement with the Commission and the ALEC.
- B. The Company must have permission, either directly or through Commission order, to use the customer service record information of an Abandoned End User.
- C. The Company must have a waiver of the Commission requirements for third-party verification of a change in service provider.
- D. The Company must have permission, either directly or through Commission order, not to honor a "preferred carrier freeze" on the Abandoned End User's existing service.
- E. The Company may request permission for an emergency declaration and waiver of the retail Service Rules (F.A.C.), the retail Service Guarantee Plan (Order No. PSC-01-1643-AS-TL), and/or the wholesale Performance Assessment Plan.
- F. The Company shall not be liable for damages or injury to other local exchange or interexchange carriers arising out of the provision of Emergency Service Continuity pursuant to this *Guidebook*. (T)
- G. The Company's liability to Abandoned End Users will be governed by the provisions of A2.5 of this *Guidebook*. (T)

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.
 2. 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.

(T)