

CONSTRUCTION CHARGES**A. Descriptive Summary**

Construction Charges are applied in those cases where customers request services in excess of that which is normally provided and contemplated under the rates quoted in Part 4, Section 2 (or other services as described in other Sections of this Guidebook). It includes charges for installing a circuit to provide urban service outside the base rate area, charges for special construction and temporary construction.

B. General Regulations

1. The charges, advance payments, deposits, and regulations specified below apply in connection with all classes of service facilities furnished by the Company and are in addition to the installation charges applying in connection with particular classes of service or facilities and in addition to service connection and move charges which are covered separately in the other sections of this guidebook or in Part 4, Section 2.
2. Facility extensions made by the Company in accordance with these rules, however financed, shall be and remain the property of the Company, or may be owned by some other company with whom the Company has a joint use agreement.
3. Where service is furnished, the applicant will be required to pay the full amount of construction charges prior to the start of construction, unless otherwise agreed to by the Company or otherwise stated in the guidebook^{/1/}.

Where service is not furnished, an Engineering Work Preparation Fee shall apply.

4. Applicants may, at the option of the Company, be required to execute a termination agreement in an amount equal to a specified number of months, as determined by the Company, of exchange service and for a term of the same amount of months from the date service is established. Should the applicant disconnect service prior to the expiration of the term of this agreement, the applicant will pay the prorata portion (based on the number of remaining months) of the amount of the agreement.
5. Refusal of the applicant to comply with this guidebook will result in the Company's refusal to provide service or, where service has been established, the suspension of service.
6. Applicant(s) requesting an extension of facilities for local exchange access line service from outside the existing exchange boundary, necessitating a boundary change, will be required to pay 100% of the actual cost for construction outside the existing boundary, plus any stranded investment of the company releasing the area.^{/2,3/}

/1/ For the purposes of this guidebook, the term "applicant" is defined as an individual who subscribes to or has the potential of subscribing to a local exchange access line.

/2/ Allowances will not be applicable for this type of request.

/3/ The applicant will be responsible for the costs incurred to engineer the project/extension even though the applicant may choose not to have the work completed.

CONSTRUCTION CHARGES (cont'd)**B. General Regulations (cont'd)**

7. The Company will construct, own, operate and maintain telephone lines only along public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.

Rights-of-way and easements, satisfactory to the Company, must be furnished by the applicant in reasonably advanced time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade by the applicant at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

8. Should an applicant cancel their request for the project/extension, the applicant will be responsible for paying any expenses incurred by the Company up to the time of cancellation.
9. 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 non-refundable; 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.

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.

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.

The Engineering Work Preparation Fee will not apply for the following:

- Custom Work for highway projects dictated by utility agreements
- Custom Work for government entities including Federal, State, County, City and Public Schools
- Custom Work dictated by license agreements
- Custom Work dictated by pole use agreements
- Custom Work (i.e. make ready work) for other telecom providers to prepare for access to our facilities
- Custom Work for extending facilities outside the base rate area
- Custom Work associated with a request for service where no facilities exist
- Custom Work for Global Customers
- Custom Work for Land Developers
- Custom Work for AT&T Affiliates (i.e. AT&T Mobility, ATX, etc.)

CONSTRUCTION CHARGES (cont'd)**C. Rules for Extensions of Permanent Facilities for Local Exchange Access Lines**

1. Within The Base Rate Area

The Company will extend its facilities to furnish local exchange access line service to any applicant without a construction charge or advance payment, excluding temporary and special construction.

2. Outside The Base Rate Area But Within The Exchange Area

The Company will extend its facilities to applicants in areas where facilities are not available under the following conditions:

a. Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate via a telecommunications device (e.g., teletypewriter or similar keyboard communications equipment) will not be required to pay an advance payment for providing one-party service.

b. New or reinforced facility extensions required for furnishing local exchange access lines will be constructed along public highways and/or private property by the Company under the following conditions:

1. Public Highways

a. An allowance of 2 miles (10,560 feet), route measurement, per access line, per applicant, will be made for new facility extensions without the application of a construction charge or advance payment.

b. For construction in excess of the allowance stated in the preceding paragraph, applicants for service are required to pay an advance payment equal to 12 months' local service and mileage charge per access line, per applicant.

2. Private Property

a. An allowance of 1/2 mile (2,640 feet), route measurement, per access line, per applicant, will be made for new facility extensions without the application of a construction charge or advance payment.

b. For construction in excess of the allowance stated in the preceding paragraph, applicants for service are required to pay an advance payment equal to 12 months' local service and mileage charge per access line, per applicant.

3. In cases where no construction charge or advance payment is applicable, applicants may, at the option of the Company, be required to execute a termination agreement in an amount equal to 12 months' exchange service and mileage and for a term of 12 months from the date service is established. Should the applicant disconnect service prior to the expiration of the term of this agreement, the applicant will pay the prorata portion (based on the number of remaining months) of the amount of the agreement.

CONSTRUCTION CHARGES (cont'd)

D. Special Construction

1. When a special need of a customer or special type of construction is furnished (either inside or outside the base rate area), an additional charge is made equal to the estimated cost of the difference between special construction and standard construction, less estimated salvage.
2. A special construction charge specified in paragraph D.1 preceding, will apply when one or more of the following is required or performed at the applicant's request:
 - a. The Company provides facilities of a type other than that which the Company would otherwise utilize in order to provide services for the customer (buried as opposed to aerial).
 - b. The Company provides a greater quantity of facilities than that which the Company would otherwise provide and for which there would be no immediate reuse should the customer move or otherwise discontinue service.
 - c. The Company expedites provisioning of facilities at a greater expense or in advance of normal provisioning schedules than would otherwise be incurred.
 - d. The Company provides facilities which involve excessive or unreasonable costs (encountering natural or other barriers such as, but not limited to, lakes, rivers, rocky terrain, gas and oil fields, limited highways, bridges, dams, concrete/asphalt, or providing alternate or diverse routes).
 - e. The Company provides additional regulated entrance facilities and/or demarcation arrangements beyond the maximum of one provisioned at the normal guidebook rate.
3. The Company has the option of collecting the construction charges as follows:
 - a. in one lump sum payment prior to the start of the construction.
 - b. 1/2 of the total charges prior to the start of the construction, with the balance due upon completion of the construction project.
 - c. total charges prorated over a period, not to exceed 12 months.

CONSTRUCTION CHARGES (cont'd)

E. Temporary Service/Facilities^{/1/}

1. Where, in the judgment of the Company, construction (either inside or outside the base rate area) is required to provide any service, temporary in character, the Company may require the applicant to pay 100% of the actual cost for the construction, plus the cost of dismantling, less any salvage value, or to contract for service for a specified period of time, as determined by the Company, or both.
2. When, at the customer's request, construction is required to provide temporary facilities, outside the base rate area only, in advance of permanent construction, the Company may require the applicant to pay 100% of the costs for the construction, plus the cost of dismantling, less any salvage value, or to contract for service for a specified period of time, as determined by the Company, or both.

F. Service Provided to Movable Premises

1. When telephone service is provided to movable premises by means of aerial facilities, a clearance pole shall be provided if needed, in the opinion of the Company. The customer shall place, own and maintain the pole. However, if the customer elects, the Company will place, own, and maintain the pole and bill the customer the cost of placing the pole.
2. The clearance pole must comply with specifications determined to be applicable by the Company.

^{/1/} For purposes of this guidebook, the term "temporary" will mean three years or less, unless, in the judgment of the Company an extension of this time frame is justified.