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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.1 Construction Charges

#### A5.1.1 Reserved For Future Use

#### A5.1.2 General

- A. Construction charges, term contracts, special monthly charges or combinations thereof may be applicable under certain conditions as hereinafter set forth and in addition to other charges specified in this *Guidebook* in connection with the construction of facilities to provide service. (T)
- B. Construction charges are payable upon application for service or when billing is rendered as the Company, at its option, may require.  
Construction charges are determined as hereinafter set forth based on costs, which means in this case the in-plant costs consisting of labor, materials, supervision, use of a gross-up factor in the amount of up to 33 percent for income taxes and other overhead expenses associated with the construction.  
Normally, estimated costs will be used; however, where the subscriber requests, actual cost will be used when practicable.
- C. Term contracts for periods exceeding one month may be required as protection against a short-lived investment in facilities. In such cases, a contract term of from one to ten years may be required to cover new construction, with a Basic Termination Charge which would be administered as stated in Section A2.
- D. Special monthly charges, as specified hereinafter, may also be required in connection with new construction and/or rearrangement of facilities. Such monthly charges will be based on monthly carrying charges determined as specified in A5.4.
- E. Except as otherwise provided herein, the *terms and conditions* in this *Guidebook* contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay the additional costs involved where a different type of construction than that proposed by the Company is desired. (T)
- F. Construction performed by the applicant, where authorized in this *Guidebook*, is subject to the approval of the Company. (T)

#### A5.1.3 Construction On Public Highways Or Other Easements

- A. No construction charge is applicable for the provision of new pole line or underground construction on public highways or other easements, when such construction is used in serving subscribers in general, except in those cases where extremely unusual conditions are encountered which in the judgment of the Company would justify a construction charge.
- B. The applicants may be required to secure and provide, without cost to the Company, the necessary right-of-way required for new construction. These applicants may also be required to clear such right-of-way.
- C. Ownership and maintenance of the constructed facilities will be vested in the Company.

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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.1 Construction Charges (Cont'd)

#### A5.1.4 Construction On Private Property

- A. The Company will provide facilities on private property to serve an individual subscriber up to 2000'. The type of facilities provided (aerial or buried) is up to the discretion of the Company. The subscriber is responsible for additional poles or trenching necessary to extend facilities beyond 2000'. Ownership and maintenance of all plant is vested in the Company except as provided in *paragraphs* A5.1.4.A.1. and A5.1.4.A.2. (T)
1. In lieu of the arrangement specified preceding, the subscriber may, at his own expense, provide all poles or trenching on private property necessary to serve him. Ownership and maintenance of such plant involved is vested in the subscriber.
  2. If conduit is provided for buried facilities, it will be furnished by the subscriber or will be constructed at his expense. Cost of maintenance of such plant is the subscriber's responsibility.
- B. (DELETED)
- C. Where, for the purpose of furnishing extension lines, it is necessary to lay underground conduit, to trench, or to set poles on the subscriber's premises, the subscriber is required to provide and install such underground conduit, to dig and backfill trenches, and to provide and erect such poles or the Company will perform the work at the subscriber's expense. Where the work is performed by the subscriber, it must be in accordance with the specifications of the Company.

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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.1 Construction Charges (Cont'd)

#### A5.1.4 Construction On Private Property (Cont'd)

- D. When attachments are made to poles of other companies, in lieu of providing new pole line construction, the Company is responsible for any and all attachment rental charges.
- E. Where pole line construction is proposed by the Company and the subscriber requests buried construction, any additional initial cost of buried construction over pole line construction shall be borne by the subscriber. Maintenance of such buried construction shall be at the expense of the Company, including any trench work required.

#### A5.1.5 Minimum Revenue Guarantee And Extended Service Period

When a substantial number of central office lines are involved in providing local or foreign exchange service, the subscriber may, based upon the circumstances in each case, be required to guarantee a minimum monthly amount of revenue for a period of up to a maximum of ten years with termination charges applicable in case of cancellation prior to the expiration of the service period or pay excess construction charges at the time service is installed.

#### A5.1.6 Underground Service Entrances

- A. Underground service entrances may be provided at the subscriber's request as special construction in connection with either existing or new services, in lieu of the usual aerial drop wire.
- B. Where the following conditions exist, buried service entrance facilities will be furnished without construction charge:
  - 1. The location of the service is in an area where buried distribution facilities are used by the Company, and
  - 2. Buried service wire or buried cable would normally be provided by the Company for service entrance.
  - 3. The distance on private property does not exceed 300 feet for any one customer.
- C. Where the conditions in *paragraph B* do not exist, buried service entrance will be provided at the applicant's request and he shall be required to pay the additional or excess cost incurred by the Company as set forth in *paragraph A5.1.7*, or buried service entrance will be furnished without construction charge where the applicant provides conduit or opens and backfills a trench to specifications of the Company.

(T)

#### A5.1.7 Special Types Of Construction

When a special type of construction other than those covered preceding is desired by a subscriber or where the individual requirements of a particular situation make the construction unusually expensive, the subscriber is required to bear the excess cost of such construction. 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 associated trenching where required, will be at the expense of the Company.

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## **A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

### **A5.1 Construction Charges (Cont'd)**

#### **A5.1.8 Rearrangement Of Existing Plant**

- A. When the Company is requested to move or change existing plant for which no specific charge is quoted in this Guidebook, the person or other entity at whose request such move or change is made may be required to bear the costs incurred.
- B. When the move or change is made at the request of an individual he may be asked to pay the cost of the move or change as a one-time charge.
- C. 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)

#### **A5.1.9 Construction Required For Temporary Service**

When construction is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such construction.

### **A5.2 Reserved For Future Use**

**A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**A5.3 Charges For Unusual Installations (Cont'd)**

**A5.3.4 Reserved For Future Use**

**A5.3.5 Reserved For Future Use**

**A5.3.6 Special Types Of Cabling**

For ordinary installations, the Company will use a standard type of inside cable of a size required to meet installed equipment requirements. When the specific requirements for a particular installation result in the customer or applicant choosing a type of cable other than this standard, rates and charges will apply as described *herein*. (T)

**A. Fire Retardant Cable**

1. This type of cable has insulation, core wrap, and jacket made of flame retardant materials, and may be used in air return plenums without conduit where authorized by local codes.
2. The charges for Fire Retardant Cable are in addition to other rates and charges that may apply.
3. Charges for Fire Retardant Cable per each 25 feet or fraction thereof:

	<b>Nonrecurring</b>	
	<b>Charge</b>	<b>USOC</b>
(a) 2-pair	<b>\$4.85</b>	<b>TEWO2</b>
(b) 4-pair	<b>5.70</b>	<b>TEWO4</b>
(c) 25-pair	<b>39.00</b>	<b>TEW25</b>

**B. Flat Under-Carpet Cable**

1. This type of cable is designed to be installed under carpet (typically carpet squares) in an open office environment. Cable will be installed before the carpet is in place and after the floor has been properly prepared by the customer. In cases where the carpet is already installed, the customer will be responsible for removing the carpet for cable installation. The customer will also be responsible for providing access to the cable if necessary for maintenance reasons. Company installer/repairmen will not cut any carpet.
2. When Flat Under-carpet Cable is reused in place, and no work must be done on either the cable or associated hardware to provide service to the station set in which the cable is to be terminated, the charge specified "Reused in Place" in *paragraph 5* applies. When the cable is installed new or replaced, the charge specified "New or Replaced" applies. (T)
3. The charge for Flat Under-carpet Cable is in addition to other rates and charges that may apply.
4. The maximum recommended length for a cable run is 35 feet from the nearest wall or column.
5. Charges, per run<sup>1</sup>

	<b>Nonrecurring</b>	<b>Monthly</b>	
	<b>Charge</b>	<b>Rate</b>	<b>USOC</b>
(a) 25-pair, new or replaced	<b>\$110.00</b>	<b>\$2.25</b>	<b>UCK25</b>
(b) 25-pair, reused in place	<b>10.00</b>	<b>2.25</b>	<b>UCK25</b>

**Note 1:** Where the distance from the nearest wall or column exceeds 35 feet, additional charges based on cost will apply. Due to technical limitations, the Company cannot guarantee transmission for runs above the standard 35 feet.

**A5.4 Reserved For Future Use**

(M)(T)

Pages 6.1 through 543 are hereby deleted in their entirety and removed from this Guidebook.

(N)

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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.7 Reserved For Future Use

### A5.8 Emergency Service Continuity Plan

#### A5.8.1 General

- A. The Company will provide Emergency Service Continuity, subject to the rates, terms and conditions stated herein. This service is provided in the event that service to a customer of a reseller is terminated without adequate notice, as provided in the Rules of the Tennessee Regulatory Authority.

#### A5.8.2 Definition of Terms

##### EMERGENCY SERVICE CONTINUITY

The service(s) provided pursuant to this *guidebook*.

(T)

##### NEW SERVICE PROVIDER

The service provider affirmatively chosen by an abandoned customer of a reseller. A new service provider can be any service provider that is properly authorized by the Tennessee Regulatory Authority to offer telecommunications service in Tennessee

##### RESALE

Occurs when an entity purchases telecommunications service(s) on a wholesale basis from the Company and resells those service(s) to its customers.

##### RESELLER

Any person or entity possessing a certificate of authority to resell local exchange or exchange access services

##### SERVICE TERMINATION DATE

The date on which the Company, as the underlying carrier, terminates wholesale service(s) to a certified reseller

##### UNDERLYING CARRIER

Any properly certified telecommunications service provider who provides telecommunications services on a wholesale basis to another company for resale to that company's customers.

#### A5.8.3 Application

- A. The Company, as the underlying carrier, shall provide, at a minimum, basic local exchange service, as defined in Tenn. Code Annotated § 65-5-108, to the customers of the reseller for at least seven (7) days after the service termination date, or until the customer selects a new service provider, whichever is less.
- B. If a customer selects a new service provider, the Company may charge the new provider for the service provided at its *current* rate.
- C. At the end of the seven (7) day transition period, the Company may terminate the service unless the customer has either transitioned to a new service provider or has placed an order to transition to the Company.
- D. The Company will provide its standard maintenance and repair services, where applicable, during the time period it provides Emergency Service Continuity.

(T)

#### A5.8.4 Notice

- A. The Company has no responsibility to notify any customer of a reseller that service provided by the reseller may be interrupted.
- B. Should the reseller fail or refuse to provide notice to its customers as required by the Rules of the Tennessee Regulatory Authority, *AT&T Tennessee*, as the underlying carrier, shall, at the TRA's request, provide reasonable assistance to the Authority in notifying the customers of the reseller.
- C. Use of Company facilities may be discontinued without notice at any time after a customer of a reseller has transitioned to a new service provider that does not require use of Company facilities.

(T)

EFFECTIVE: March 21, 2007

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**A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS****A5.8 Emergency Service Continuity Plan (Cont'd)**

(N)

**A5.8.5 Conditions**

(N)

- A. Emergency Service Continuity will be provided where the Company has been the underlying facilities provider through a resale arrangement with a properly certified reseller. (N)
- B. To provide Emergency Service Continuity, the Company is authorized, through the Rules of the Tennessee Regulatory Authority, to use the customer service record information of abandoned customers of a reseller. (N)
- C. All other non-rate terms and conditions applicable to general subscriber service (including, without limitation, the limits on the Company's liability for failure to provide service) apply to Emergency Service Continuity. (N)

**A5.8.6 Rates**

(N)

- A. For each customer that selects a new service provider other than the Company, the Company will charge the new service provider the published retail rate for service(s) provided to the abandoned customer. (N)
- B. For each abandoned customer that selects the Company as its new service provider, the Company may charge from the service termination date the rates applicable to the services provided to the customer by the Company consistent with the Company's published retail rates. (N)