



Embarq Corporation
EMBARQ.com
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July 23, 2008

Ms. Beth Salak
Director, Division of Competitive Markets and Enforcement
Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: **TL727**

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of July 25, 2008. The Company's tariffs are available on its website at www.embarq.com/tariffs.

Section A5	Second Revised Contents Sheet 1	Second Revised Sheet 40
	Second Revised Contents Sheet 2	Second Revised Sheet 41
	Third Revised Contents Sheet 3	Second Revised Sheet 42
	Second Revised Sheet 30	Second Revised Sheet 43
	Second Revised Sheet 31	Second Revised Sheet 44
	Second Revised Sheet 32	Second Revised Sheet 45
	Original Sheet 32.1	Second Revised Sheet 46
	Original Sheet 32.2	Second Revised Sheet 47
	Original Sheet 32.3	Second Revised Sheet 48
	Second Revised Sheet 33	Second Revised Sheet 49
	Second Revised Sheet 34	Third Revised Sheet 50
	Second Revised Sheet 38	Third Revised Sheet 51
	Second Revised Sheet 39	

This filing provides further clarification to the construction charges in Section 5, Charges Applicable Under Special Conditions.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please call me at the number below or Tamela Kelly at 850-599-1029.

Sincerely,

Mary L. Matthews

cc: Tamela Kelly
Sandy Khazraee
Attachments

FL 08-23

Mary L. Matthews
TARIFF ANALYST II
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A5

By: John M. Felz
Director

Second Revised Contents Sheet 1
Cancelling First Revised Contents Sheet 1
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A5

By: John M. Felz
Director

Second Revised Contents Sheet 2
Cancelling First Revised Contents Sheet 2
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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Embarq Florida, Inc.

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By: John M. Felz
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Third Revised Contents Sheet 3
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments

(C)

- a. The regulations 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

- a) 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 are obtained at no cost to the Company; or, the subscriber(s) or property owner(s) may open and close the trench to the specifications of the Company.

- b) 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(s) or property owner(s) may provide poles to the specifications of the Company.

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

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

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(M) Material now appearing on this sheet formerly appeared on First Revised Sheet 31.

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Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

Second Revised Sheet 31
Cancelling First Revised Sheet 31
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. **Special Construction - Residential and Commercial Developments** (Cont'd)

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a. (Cont'd)

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2) Commercial Properties

a) 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.

b) Where the terrain or other conditions are such that, in the judgment 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.

c) **In areas served by aerial cable, the Company will provide all necessary poles, subject to 12.a. preceding.**

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(M) Material formerly appearing on this sheet now appears on Second Revised Sheet 30.

(M1) Material now appearing on this sheet formerly appeared on First Revised Sheet 32.

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Embarq Florida, Inc.

By: John M. Felz
Director

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Second Revised Sheet 32
Cancelling First Revised Sheet 32
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. **Special Construction - Residential and Commercial Developments** (Cont'd)

(T)

a. (Cont'd)

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3) **Requests for Underground Distribution Systems**

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a) **Requests for underground distribution systems must be made in writing by the developer. The application must give detail as to the area to be served, development schedule, location of utility easements and other such information that may be required to assist in the planning for the distribution system.**

b) **The Company shall have the right to reject these requests whenever the electric distribution system is of overhead design.**

c) **Rights-of-Way and easements suitable to the Company must be furnished by the applicant in reasonable time to meet service requirements and, at no cost to the Company, must be cleared of trees, tree stumps, paving, and other obstructions, staked to show property lines and final grade by the applicant before the Company will commence construction of the underground distribution system. Such clearing and grading must be maintained by the applicant during construction by the Company.**

d) **At the discretion of the Company, temporary facilities of aerial type may be utilized during the initial construction stages of the underground distribution system to meet the immediate requirement for telephone service**

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(M) Material formerly appearing on this sheet now appears on Second Revised Sheet 31.

(M1) Material formerly appearing on this sheet now appears on Second Revised Sheet 33.

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Embarq Florida, Inc.

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By: John M. Felz
Director

Original Sheet 32.1
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

3) Requests for Underground Distribution Systems (Cont'd)

- e) The distribution system will be constructed with suitable material to ensure that the applicant will receive adequate telephone service for the reasonably foreseeable future.
- f) Any damages to the lines, equipment or facilities of the Company caused by the customer, sub-divider, builder, developer, their agents, or representatives shall be repaired by the Company and charges associated with such repairs shall be paid by the customer, sub-divider, builder, or developer.
- g) The applicant will be required to provide conduit of suitable size for the entrance facilities at multiple-occupancy buildings.
- h) The entrance conduit will be terminated in an accessible space of sufficient size to permit the termination of the entrance facility. The space provided must also be equipped with grounding facility.

4) Deposits for New Residential or Commercial Development

- a) Where an Applicant requests that the Company construct facilities to provide service to a new residential or commercial development and there is a significant risk to the Company in its judgment, that the associated investment will not be recovered, the Company may require the payment of a deposit by the Applicant prior to commencing construction.
- b) The Applicant may be the property owner, the owner's agent, contractor developer, or any legally authorized individual, company, corporation acting on behalf of the property owner, or Home Owners Association (HOA).
- c) The necessity of a deposit will be determined solely by the Company after review of the individual circumstances particular to each applicant's request.

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Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

Original Sheet 32.2
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

4) Deposits for New Residential or Commercial Development (Cont'd)

- d) The deposit will be an amount determined by the Company that provides reasonable assurance that the Company will have the opportunity to recover its costs. The deposit will equal the net present value of the difference between the expected revenues for the Company's services to the development and the estimated capital costs of the construction calculated over a minimum of five years. Nothing shall prevent the Company, at its option, from evaluating the economics of a project over a longer time horizon than five years based on specific facts and circumstances of a particular project.
- e) Construction costs include the cost of all materials, supplies, engineering, labor, supervision, transportation, rights-of-way for placing and removal of feeder facilities, all facilities necessary to provide service from the central office to and within the development (e.g., channel equipment, feeder, distribution, and drop facilities), and any applicable overhead, as determined by the Company.
- f) For the purposes of this section, "facilities" means feeder facilities and distribution facilities, including, but not limited to, the communications cable, wire, standard network interfaces, pedestals, terminals, and any necessary network support structures necessary to enable end-users to have communications services to their living unit or commercial structure activated in the future from a standard network interface. The Company retains full ownership of all facilities placed by or for the benefit of the Company to provide services to the development.
- g) For the purposes of this section, "services" means all services offered by the Company or its affiliates that would be available to customers as a result of installation of the Company's facilities to and within the development. The term, "services" includes, but is not limited to, local service, calling features, long distance service, voicemail, data services, miscellaneous services, etc.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

Original Sheet 32.3
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

4) Deposits for New Residential or Commercial Development (Cont'd)

- h) When the Company determines the necessity of a deposit, the Company will notify the Applicant in writing that the deposit is payable in full by the Applicant before the start of any construction by the Company. The Company will endeavor to complete its assessment of the need for a deposit within a reasonable time period after receipt of all necessary information from the applicant and with consideration of the applicant's project schedules and the complexity of the Company's analysis required to determine the need for and the amount of any such deposit. When a deposit is required under the above described conditions, the Company will request payment of the deposit within thirty days after written notice of the deposit request. The timeframe for payment can be extended upon mutual agreement of the applicant and the Company. The Company has the right to refuse installation of the facilities to serve the development until the required deposit is paid to the Company.
- i) A pro rata portion of the deposit with applicable interest pursuant to Commission Rule will be subject to refund annually for each additional customer requesting service in excess of the estimated demand for the Company's service. The amount to be refunded per additional customer is calculated by dividing the deposit amount by the difference between the expected number of customers and the number of customers necessary for the company to recover its costs. The applicant will be informed at the time the deposit is paid of the refund mechanism, including the pro rata refund amount for each additional customer who establishes service over the expected number of customers. Any portion of the deposit remaining un-refunded after the fifth year will become the property of the Company.
- j) When the Applicant's plan for the development reflects a phased type approach, the Company reserves the right to request a single deposit reflecting the estimated costs and projected demand associated with providing service to the entire development prior to commencing construction. In the event a single deposit is requested which covers multiple phases, the deposit calculation will provide appropriate consideration of the time value of costs to be incurred over the time horizon reflected in the development plan.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 33
Cancelling First Revised Sheet 33
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

C. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

1. Additional **Engineering**

a. **Additional engineering is that engineering or engineering consultation requested by the customer as described in 1) through 3) 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.**

1) **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.**

2) Expedited Engineering - Expedited engineering is that time required to meet a customer request for a less than normal engineering design interval.

3) 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 facilities provided by another telephone company.

b. Charges for Additional Engineering

The following charges are applicable for engineering consultation, expedited engineering and engineering of connections with other telephone companies, if not concurring carriers.

	<u>First Half Hour or Fraction thereof</u>	<u>Each Additional Half Hour or fraction thereof</u>
Basic time, normally scheduled work hours. Per Engineer	\$ 66.00	\$ 39.79
Overtime, outside of normally scheduled work hours. Per Engineer	73.41	47.20

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(M) Material now appearing on this sheet formerly appeared on First Revised Sheet 32.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
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Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

C. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS
CHARGES (Cont'd)

2. Additional **Labor**

(T)

- a. Additional labor is that requested by the customer on a given service as described in 1) through 6) 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.
- 1) Overtime installation - Company installation effort outside of regularly scheduled working hours.
 - 2) Overtime repair - Company maintenance effort performed outside of regularly scheduled working hours.
 - 3) Additional installation testing - 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.
 - 4) 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.
 - 5) 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.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 38
Cancelling First Revised Sheet 38
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

F. BULK FACILITY TERMINATIONS FOR SECRETARIAL SERVICE FACILITIES

Secretarial service firms generally have sufficient activity (i.e., 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. Where, in the Company's judgment, such termination of a bulk facility is required, 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 tariff rates and charges for work done and services provided.

G. CONTRACT SERVICE ARRANGEMENTS

1. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
2. **Rates, Charges, Terms, and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.**
3. **Costs for the contract service arrangements may include one or more of the following items:**
 - a. **Labor, engineering, and materials.**
 - b. **Operating expenses, i.e., maintenance, administration, etc.**
 - c. **Return on investment.**
 - d. **Taxes.**
 - e. **Depreciation.**
 - f. **Any other identifiable associated cost.**

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 39
Cancelling First Revised Sheet 39
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

- G. **CONTRACT SERVICE ARRANGEMENTS (Cont'd)** (T)
4. **Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this tariff.** (T)(C)
(C)
5. **Contract Service Arrangements may be offered on any non-basic service in this Tariff that satisfies the requirements specified in this section of the tariff. 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.** (T)(C)
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6. **Contract Service Arrangements are furnished by the Company to a subscriber only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. Contract service arrangements will not be offered to Other Common Carriers (OCCs) or other parties for the purposes of resale and/or shared use.** (T)(C)
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(C)
7. **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. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.** (T)(C)
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 40
Cancelling First Revised Sheet 40
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 41
Cancelling First Revised Sheet 41
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 42
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Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 43
Cancelling First Revised Sheet 43
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

H. DIGITAL SERVICES FOR THE FLORIDA LOTTERY (Central Telephone) (Cont'd) (T)

1. **General** (M)

a. **This tariff is a Special Assembly Tariff to provide DS3 44.736 Mbs Service and DS3 Fiber Route Diversity for the Florida Lottery.**

b. **Service will be provided between Tallahassee Main and the Florida Lottery Building located at 250 Marriott Drive, Tallahassee, Florida.** (M)

2. Rates

a. DS3 Equipment and Mileage

	<u>NRC</u>	<u>Monthly Rate</u>
1) DS3 Equipment, first facility	\$ 2,000.00	\$ 2,827.00
2) DS3 Channel Mileage, Tallahassee Main to Florida Lottery Building	\$ 4,000.00	\$ 646.00
3) A five (5) year termination liability for the DS3 equipment and DS3 mileage will apply. The liability is \$89,040.00 reducible for each month in service.		

b. DS3 Fiber for Route Diversity

	<u>NRC</u>	<u>Monthly Rate</u>
1) Additional Fiber between Tallahassee Main and Florida Lottery Building	\$ 4,000.00	\$ 1,594.00

(M) Material now appearing on this sheet formerly appeared on First Revised Sheet 42.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 44
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

H. DIGITAL SERVICES FOR THE FLORIDA LOTTERY (Central Telephone) (Cont'd) (T)

2. Rates (Cont'd)

c. Additional Equipment*

	<u>NRC</u>	<u>Monthly Rate</u>
1) DS3 Equipment, each facility installed after first facility	\$ 1,000.00	\$ 1,032.00
2) Power Supply	-0-	\$ 256.00

I. D-4 CHANNEL SERVICE FOR PUBLIC EMPLOYEES SERVICE COMPANY (Central Telephone) (T)

1. General

- a. This tariff is a Special Assembly Tariff to provide Point-to-Point D-4 channel service for the public Employees Service Company (PESCO).
- b. The service will be provided between the PESCO location at 2424 Allen Road and 3471 North Monroe Street, Tallahassee, Florida, with the D-4 channel bank equipment located at the North Monroe Street location.
- c. The rates shown are in addition to the normal 1.54 MB rates as shown in Section A20 of this Tariff.

*This equipment to be installed at a later date dependent upon Lottery requirements.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

I. D-4 CHANNEL SERVICE FOR PUBLIC EMPLOYEES SERVICE COMPANY (Central Telephone) (T)
(Cont'd)

2. Rates

a. D-4 Channel Equipment

	<u>NRC</u>	<u>Monthly Rate</u>
(1) D-4 Common Equipment	\$ 375.00	\$ 190.00
(2) D-4 Channel Termination, Voice Services with Signaling, each, one required for each channel	None	\$ 7.30

b. Termination Liability

- (1) A three year termination liability applies for both the D-4 common equipment and the D-4 channel terminations.
- (2) Termination liability applies from date of installation. Customer may not place this service on suspended rate.
- (3) Termination liability is reduced by the amount shown below for each month the equipment is in service.
 - (a) Common Equipment \$ 168.00 per month
 - (b) Channel Terminations \$ 6.50 per month

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 46
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Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

J. DIGITAL DATA TEST FOR THE STATE OF FLORIDA (Central Telephone) (T)

1. General

- a. This is a special assembly tariff to provide a digital data test system for the State of Florida.
- b. The digital data test system will be physically located on the premises of Embarq Florida, Inc.. Service will be provided between the Tallahassee main office and the State of Florida, Department of General Services, Division of Communications, Tallahassee, Florida.

2. Rates

Monthly Rate

- a. Digital Data Test System \$ 561.25
- b. A five (5) year termination liability in the amount of \$16,164.00 will apply. The liability is reducible by \$269.40 for each month in service.

K. DIGITAL NETWORK FOR OKALOOSA COUNTY SCHOOL BOARD (Central Telephone) (T)

1. General

- a. This tariff is a Special Assembly Tariff to provide digital networking for the Okaloosa County School Board.
- b. Digital facility service will be provided between the Fort Walton Beach access tandem and Destin, Shalimar, Niceville/Valparaiso and between the Crestview access tandem and the Baker central office.

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Embarq Florida, Inc.

By: John M. Felz
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

K. DIGITAL NETWORK FOR OKALOOSA COUNTY SCHOOL BOARD (Central Telephone) (Cont'd) (T)

2. Rates

a. Digital Facility Route Per Channel

	<u>Monthly Rate</u>
1) Fort Walton Beach-Destin	
Regular Channel	\$ 15.10
P-Phone Channel	28.11
2) Fort Walton Beach-Niceville/Valparaiso	
Regular Channel	\$ 15.33
P-Phone Channel	28.34
3) Fort Walton Beach - Shalimar	
Regular Channel	\$ 14.91
P-Phone Channel	27.92
4) Crestview-Baker	
Regular Channel	\$ 14.45
P-Phone Channel	27.46

b. Installation Charges per D4 Terminal (Each Terminal consists of 48 Channels)	\$ 280.00
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Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 48
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L. SUNCOM NETWORK (Central Telephone)

(T)

1. General

This tariff applies to the private line switched long distance communications network known as SUNCOM provided to the State of Florida.

- a. The monthly rates and charges apply to switching services as outlined in RFP No. 85-014-4.70 TEN and as agreed to in Department of General Services contract 72-90-03-02-300/85-066.
- b. Additional equipment, facilities and services may be furnished as requested by the State of Florida Division of Communications.
- c. Rates and charges for additional equipment, facilities and services will be developed upon request. The rates for additional services will be filed in this tariff.

2. Switching

SUNCOM service will be provided via a Northern Telecom Digital Multiplex System (DMS-100) located in Tallahassee, Florida.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Second Revised Sheet 49 (Z)
Cancelling First Revised Sheet 49 (Z)
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

L. SUNCOM NETWORK (Central Telephone) (Cont'd)

(T)

2. Switching (Cont'd)

a. Switching Charges

- 1) Switching Charges will be calculated on the basis of access ports to the DMS-100 switch.

<u>Switch Port</u>	<u>Monthly Rate</u>
Access Line, per port	\$ 13.00
Inter Machine Trunk (IMT), each	13.00
Off Net Access Line (FX/FGA), each	13.00
Wide Area Telephone Service (WATS), each	-
Local Off Net Access Line (LONAL), each	-
Centrex Port (same switch), each	13.00

- 2) The port charge does not include the access line charges. Access line charges and service charges are covered by applicable General Customer Services Tariffs, Access Tariffs and the Southern Bell Private Line Tariff.

b. Minimum Annual Charge

- 1) A minimum annual charge for switching ports applies. Additional facilities or equipment charges do not apply towards meeting the minimum annual charge.
- 2) The minimum annual charge is \$150,000.00 per year. This charge applies for five (5) years from the time of system cutover which will be on or about May 1, 1993, unless terminated earlier by mutual agreement between the Department of General Services and Embarq Florida, Inc.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

Section A5
Third Revised Sheet 50
Cancelling Second Revised Sheet 50
Effective: July 25, 2008

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

L. SUNCOM NETWORK (Central Telephone) (Cont'd) (T)

3. Additional Services

a. SMDR Magnetic Tape Drive

	<u>NRC</u>	<u>Monthly Rate</u>
1) Magnetic tape drive (without backup)	\$ 2,700.00	\$ 466.55
2) A seven year termination liability of \$14,600.00 applies. The termination liability will be reduced \$171.83 for each month the tape drive is in service.		

b. SUNCOM NCC Interface

	<u>Monthly Rate</u>
1) NCC Interface	\$ 3,007.00
2) A seven year termination liability of \$116,658.00 applies. The termination liability will be reduced \$1,388.79 for each month the interface is in service.	

M. VIDEO CIRCUIT FOR LEON COUNTY JAIL AND LEON COUNTY COURTHOUSE (Central Telephone) (T)

1. General

- a. This tariff is a special assembly tariff to provide a broadcast quality video loop and the required optic terminals between the county jail and county courthouse. The CODEC will be provided by the subscriber.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: John M. Felz
Director

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Cancelling Second Revised Sheet 51
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

M. VIDEO CIRCUIT FOR LEON COUNTY JAIL AND LEON COUNTY COURTHOUSE (Central Telephone) (Cont'd) (T)

2. Rates

	<u>NRC</u>	<u>Monthly Rate</u>
a. Optic Terminal-Customer Premise 2 Each Circuit		\$ 171.00
b. Optic Terminal-Central Office 2 Each Circuit		183.00
c. IOC Channel Termination-C.O. 2 Each Circuit		159.00
d. IOC Fiber Channel 1 Each Circuit		21.00
e. Local Channel Each Customer Location	\$ 557.00	65.00

N. SPECIAL DISASTER RELIEF RATES INITIATED BY THE COMPANY (T)

1. At the discretion of the Company following a disaster, an emergency due to a major event such as a hurricane, the Company may discount and/or waive recurring and non-recurring rates and charges for subscriber disaster victims in a defined geographic area, e.g., exchange or exchanges, for a period beginning immediately after the disaster for a period of up to one year. Such services include but are not limited to non-recurring installation charges for temporary relocation of basic service, recurring charges for vacation service and call forwarding services.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A5

By: F.B. Poag
Director

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Embarq Florida, Inc.

SECTION A5

By: F.B. Poag
Director

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SECTION A5

By: F.B. Poag
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Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

~~13 42. Special Construction - Residential and Commercial Developments on Private Property
Across Which Rights of
Way and Easements Satisfactory to the Company are Provided Without Cost to the Company
(Cont'd)~~

~~a e.~~ The regulations 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

- a) 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 are obtained at no cost to the Company; or, the subscriber(s) or property owner(s) may open and close the trench to the specifications of the Company.
- b) 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(s) or property owner(s) may provide poles to the specifications of the Company.
- c) In lieu of buried service, in areas where buried service is normally furnished by the Company, the subscriber(s) or property owner(s) may provide a conduit, equipped with pullwire, to a service point designated by the Company.
- d) In cases where the subscriber(s) or property owner(s) requests service in other than the normal manner (i.e., buried in an aerial service area), excess costs to provide service will be billed to the person(s) requesting service.

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Embarq Florida, Inc.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

~~13 12. Special Construction - Residential and Commercial Developments on Private Property Across Which Rights of Way and Easements Satisfactory to the Company are Provided Without Cost to the Company (Cont'd)~~

~~a.e. (Cont'd)~~

~~1) Residential Properties (Cont'd)~~

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

2) Commercial Properties

a) 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.

b) Where the terrain or other conditions are such that, in the judgment 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.

c) In areas served by aerial cable, the Company will provide all necessary poles, subject to 12.a. preceding.

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Embarq Florida, Inc.

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Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

~~13 42. Special Construction - Residential and Commercial Developments on Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company (Cont'd)~~

~~a.e. (Cont'd)~~

~~1) Commercial Properties (Cont'd)~~

~~c) In areas served by aerial cable, the Company will provide all necessary poles, subject to 12.a. preceding.~~

~~3) Requests for Underground Distribution Systems~~

~~a) Requests for underground distribution systems must be made in writing by the developer. The application must give detail as to the area to be served, development schedule, location of utility easements and other such information that may be required to assist in the planning for the distribution system.~~

~~b) The Company shall have the right to reject these requests whenever the electric distribution system is of overhead design.~~

~~c) Rights-of-Way and easements suitable to the Company must be furnished by the applicant in reasonable time to meet service requirements and, at no cost to the Company, must be cleared of trees, tree stumps, paving, and other obstructions, staked to show property lines and final grade by the applicant before the Company will commence construction of the underground distribution system. Such clearing and grading must be maintained by the applicant during construction by the Company.~~

~~d) At the discretion of the Company, temporary facilities of aerial type may be utilized during the initial construction stages of the underground distribution system to meet the immediate requirement for telephone service~~

~~C. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES~~

~~1. Additional Engineering~~

~~a. Additional engineering is that engineering or engineering consultation requested by the customer as described in 1) through 3) 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.~~

~~1) 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.~~

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

3) Requests for Underground Distribution Systems (Cont'd)

e) The distribution system will be constructed with suitable material to ensure that the applicant will receive adequate telephone service for the reasonably foreseeable future.

f) Any damages to the lines, equipment or facilities of the Company caused by the customer, sub-divider, builder, developer, their agents, or representatives shall be repaired by the Company and charges associated with such repairs shall be paid by the customer, sub-divider, builder, or developer.

g) The applicant will be required to provide conduit of suitable size for the entrance facilities at multiple-occupancy buildings.

h) The entrance conduit will be terminated in an accessible space of sufficient size to permit the termination of the entrance facility. The space provided must also be equipped with grounding facility.

4) Deposits for New Residential or Commercial Development

a) Where an Applicant requests that the Company construct facilities to provide service to a new residential or commercial development and there is a significant risk to the Company in its judgment, that the associated investment will not be recovered, the Company may require the payment of a deposit by the Applicant prior to commencing construction.

b) The Applicant may be the property owner, the owner's agent, contractor developer, or any legally authorized individual, company, corporation acting on behalf of the property owner, or Home Owners Association (HOA).

c) The necessity of a deposit will be determined solely by the Company after review of the individual circumstances particular to each applicant's request.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

4) Deposits for New Residential or Commercial Development (Cont'd)

- d) The deposit will be an amount determined by the Company that provides reasonable assurance that the Company will have the opportunity to recover its costs. The deposit will equal the net present value of the difference between the expected revenues for the Company's services to the development and the estimated capital costs of the construction calculated over a minimum of five years. Nothing shall prevent the Company, at its option, from evaluating the economics of a project over a longer time horizon than five years based on specific facts and circumstances of a particular project.
- e) Construction costs include the cost of all materials, supplies, engineering, labor, supervision, transportation, rights-of-way for placing and removal of feeder facilities, all facilities necessary to provide service from the central office to and within the development (e.g., channel equipment, feeder, distribution, and drop facilities), and any applicable overhead, as determined by the Company.
- f) For the purposes of this section, "facilities" means feeder facilities and distribution facilities, including, but not limited to, the communications cable, wire, standard network interfaces, pedestals, terminals, and any necessary network support structures necessary to enable end-users to have communications services to their living unit or commercial structure activated in the future from a standard network interface. The Company retains full ownership of all facilities placed by or for the benefit of the Company to provide services to the development.
- g) For the purposes of this section, "services" means all services offered by the Company or its affiliates that would be available to customers as a result of installation of the Company's facilities to and within the development. The term, "services" includes, but is not limited to, local service, calling features, long distance service, voicemail, data services, miscellaneous services, etc.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: John M. Felz
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B. SPECIAL CONSTRUCTION (Cont'd)

13. Special Construction - Residential and Commercial Developments (Cont'd)

a. (Cont'd)

4) Deposits for New Residential or Commercial Development (Cont'd)

h) When the Company determines the necessity of a deposit, the Company will notify the Applicant in writing that the deposit is payable in full by the Applicant before the start of any construction by the Company. The Company will endeavor to complete its assessment of the need for a deposit within a reasonable time period after receipt of all necessary information from the applicant and with consideration of the applicant's project schedules and the complexity of the Company's analysis required to determine the need for and the amount of any such deposit. When a deposit is required under the above described conditions, the Company will request payment of the deposit within thirty days after written notice of the deposit request. The timeframe for payment can be extended upon mutual agreement of the applicant and the Company. The Company has the right to refuse installation of the facilities to serve the development until the required deposit is paid to the Company.

i) A pro rata portion of the deposit with applicable interest pursuant to Commission Rule will be subject to refund annually for each additional customer requesting service in excess of the estimated demand for the Company's service. The amount to be refunded per additional customer is calculated by dividing the deposit amount by the difference between the expected number of customers and the number of customers necessary for the company to recover its costs. The applicant will be informed at the time the deposit is paid of the refund mechanism, including the pro rata refund amount for each additional customer who establishes service over the expected number of customers. Any portion of the deposit remaining un-refunded after the fifth year will become the property of the Company.

j) When the Applicant's plan for the development reflects a phased type approach, the Company reserves the right to request a single deposit reflecting the estimated costs and projected demand associated with providing service to the entire development prior to commencing construction. In the event a single deposit is requested which covers multiple phases, the deposit calculation will provide appropriate consideration of the time value of costs to be incurred over the time horizon reflected in the development plan.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

C. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES ~~(Cont'd)~~

1. Additional Engineering ~~(Cont'd)~~

a. ~~(Cont'd)~~

a. Additional engineering is that engineering or engineering consultation requested by the customer as described in 1) through 3) 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.

1) 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.

2) Expedited Engineering - Expedited engineering is that time required to meet a customer request for a less than normal engineering design interval.

3) 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 facilities provided by another telephone company.

b. Charges for Additional Engineering

The following charges are applicable for engineering consultation, expedited engineering and engineering of connections with other telephone companies, if not concurring carriers.

	<u>First Half Hour or Fraction thereof</u>	<u>Each Additional Half Hour or fraction thereof</u>
Basic time, normally scheduled work hours. Per Engineer	\$ 66.00	\$ 39.79
Overtime, outside of normally scheduled work hours. Per Engineer	73.41	47.20

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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By: F.B. Poag
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

C. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS
CHARGES (Cont'd)

2. Additional Labor (~~Cont'd~~)

a. Additional labor is that requested by the customer on a given service as described in 1) through 6) 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.

- 1) Overtime installation - Company installation effort outside of regularly scheduled working hours.
- 2) Overtime repair - Company maintenance effort performed outside of regularly scheduled working hours.
- 3) Additional installation testing - 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.
- 4) 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.
- 5) 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.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

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Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

F. BULK FACILITY TERMINATIONS FOR SECRETARIAL SERVICE FACILITIES

Secretarial service firms generally have sufficient activity (i.e., 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. Where, in the Company's judgment, such termination of a bulk facility is required, 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 tariff rates and charges for work done and services provided.

G. ~~UNDERGROUND DISTRIBUTION SYSTEM - SUBDIVISIONS~~ CONTRACT SERVICE ARRANGEMENTS

- ~~1 a.~~ Requests for underground distribution systems must be made in writing by the developer. The application must give detail as to the area to be served, development schedule, location of utility easements and such other information that may be required to assist in the planning for the distribution system. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
- ~~2-b.~~ The Company shall have the right to reject these requests whenever the electric distribution system is of overhead design. Rates, Charges, Terms, and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
- ~~3 c.~~ Rights-of-Way and easements suitable to the Company must be furnished by the applicant in reasonable time to meet service requirements and, at no cost to the Company, must be cleared of trees, tree stumps, paving, and other obstructions, staked to show property lines and final grade by the applicant before the Company will commence construction of the underground distribution system. Such clearing and grading must be maintained by the applicant during construction by the Company. Costs for the contract service arrangements may include one or more of the following items:
- a. Labor, engineering, and materials.
 - b. Operating expenses, i.e., maintenance, administration, etc.
 - c. Return on investment.
 - d. Taxes.
 - e. Depreciation.
 - f. Any other identifiable associated cost.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

G. ~~UNDERGROUND DISTRIBUTION SYSTEM — SUBDIVISIONS~~ CONTRACT SERVICE ARRANGEMENTS (Cont'd)

- ~~4~~ d. ~~Temporary facilities of aerial type may be utilized during the initial construction stages of the underground distribution system to meet the immediate requirement for telephone service. Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this tariff.~~
- ~~5~~ e. ~~The distribution system will be constructed with suitable material to assure that the applicant will receive adequate telephone service for the reasonably foreseeable future. Contract Service Arrangements may be offered on any non-basic service in this Tariff that satisfies the requirements specified in this section of the tariff. 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.~~
- ~~6~~ f. ~~Any damages to the lines, equipment or facilities of the Company caused by the customer, sub-divider, builder, developer, their agents, or representatives shall be repaired by the Company and charges associated with such repairs shall be paid by the customer, sub-divider, builder, or developer. Contract Service Arrangements are furnished by the Company to a subscriber only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. Contract service arrangements will not be offered to Other Common Carriers (OCCs) or other parties for the purposes of resale and/or shared use.~~
- ~~7~~ g. ~~The Company will install the underground distribution system at no charge to the applicant except that the applicant will be required to provide conduit of suitable size for the entrance facilities at multiple-occupancy buildings. 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. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.~~
- ~~h.~~ ~~The entrance conduit will be terminated in an accessible space of sufficient size to permit the termination of the entrance facility. The space provided must also be equipped with grounding facility.~~
- ~~i.~~ ~~A cash deposit may be required as a performance guarantee. When the deposit is necessary, it shall be the difference in cost of the facilities requested and the facilities which the Company would normally provide. This deposit would be equated on a pro rata basis for making quarterly refunds during the first five years after the construction completion. The refund amount would be determined by multiplying the quarterly increase in~~

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

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Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

~~G. UNDERGROUND DISTRIBUTION SYSTEM SUBDIVISIONS (Cont'd)~~ This Page is Reserved for Future Use

~~i. (Cont'd)~~

~~subscribers by the pro rata share. Quarterly refunds will be made during the first five years after construction completion or until such time as the deposit is depleted if prior to the five years. Any portion of the deposit remaining unrefunded after the fifth year will become the property of the Company. No interest will accrue on the deposit if refunded quarterly. If not refunded quarterly, interest will accrue on the refundable amount at the then current prime interest rate.~~

~~H. CONTRACT SERVICE ARRANGEMENTS~~

- ~~1. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.~~
- ~~2. Rates, Charges, Terms, and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.~~
- ~~3. Costs for the contract service arrangements may include one or more of the following items:
 - ~~a. Labor, engineering, and materials.~~
 - ~~b. Operating expenses, i.e., maintenance, administration, etc.~~
 - ~~c. Return on investment.~~~~

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

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Director

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

~~H. CONTRACT SERVICE ARRANGEMENTS (Cont'd) This Page is Reserved for Future Use~~

~~3. (Cont'd)~~

~~d. Taxes.~~

~~e. Depreciation.~~

~~f. Any other identifiable associated cost.~~

~~4. Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this tariff.~~

~~5. Contract Service Arrangements may be offered on any non-basic service in this Tariff that satisfies the requirements specified in this section of the tariff. 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.~~

~~6. Contract Service Arrangements are furnished by the Company to a subscriber only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. Contract service arrangements will not be offered to Other Common Carriers (OCCs) or other parties for the purposes of resale and/or shared use.~~

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First Revised Sheet 42~~
Cancelling First Revised Original Sheet 42
Effective: July 25, 2008 ~~January 1, 1997~~

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

~~H. CONTRACT SERVICE ARRANGEMENTS (Cont'd) This Page is Reserved for Future Use~~

~~7. 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. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.~~

~~I. DIGITAL SERVICES FOR THE FLORIDA LOTTERY (Central Telephone)~~

~~1. General~~

- ~~a. This tariff is a Special Assembly Tariff to provide DS3 44.736 Mbs Service and DS3 Fiber Route Diversity for the Florida Lottery.~~
- ~~b. Service will be provided between Tallahassee Main and the Florida Lottery Building located at 250 Marriott Drive, Tallahassee, Florida.~~

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

Second First Revised Sheet 43
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Effective: July 25, 2008 January 1, 1997

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

H t. DIGITAL SERVICES FOR THE FLORIDA LOTTERY (Central Telephone) (~~Cont'd~~)

1. General

a. This tariff is a Special Assembly Tariff to provide DS3 44.736 Mbs Service and DS3 Fiber Route Diversity for the Florida Lottery.

b. Service will be provided between Tallahassee Main and the Florida Lottery Building located at 250 Marriott Drive, Tallahassee, Florida.

2. Rates

a. DS3 Equipment and Mileage

	<u>NRC</u>	<u>Monthly Rate</u>
1) DS3 Equipment, first facility	\$ 2,000.00	\$ 2,827.00
2) DS3 Channel Mileage, Tallahassee Main to Florida Lottery Building	\$ 4,000.00	\$ 646.00
3) A five (5) year termination liability for the DS3 equipment and DS3 mileage will apply. The liability is \$89,040.00 reducible for each month in service.		

b. DS3 Fiber for Route Diversity

	<u>NRC</u>	<u>Monthly Rate</u>
1) Additional Fiber between Tallahassee Main and Florida Lottery Building	\$ 4,000.00	\$ 1,594.00

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First Revised Sheet 44~~
Cancelling ~~First Revised Original Sheet 44~~
Effective: July 25, 2008 ~~January 1, 1997~~

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

H †. DIGITAL SERVICES FOR THE FLORIDA LOTTERY (Central Telephone) (Cont'd)

2. Rates (Cont'd)

c. Additional Equipment*

	<u>NRC</u>	<u>Monthly Rate</u>
1) DS3 Equipment, each facility installed after first facility	\$ 1,000.00	\$ 1,032.00
2) Power Supply	-0-	\$ 256.00

I †. D-4 CHANNEL SERVICE FOR PUBLIC EMPLOYEES SERVICE COMPANY (Central Telephone)

1. General

- a. This tariff is a Special Assembly Tariff to provide Point-to-Point D-4 channel service for the public Employees Service Company (PESCO).
- b. The service will be provided between the PESCO location at 2424 Allen Road and 3471 North Monroe Street, Tallahassee, Florida, with the D-4 channel bank equipment located at the North Monroe Street location.
- c. The rates shown are in addition to the normal 1.54 MB rates as shown in Section A20 of this Tariff.

*This equipment to be installed at a later date dependent upon Lottery requirements.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First Revised Sheet 45~~
Cancelling ~~First Revised Original Sheet 45~~
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

~~1.~~ D-4 CHANNEL SERVICE FOR PUBLIC EMPLOYEES SERVICE COMPANY (Central Telephone)
(Cont'd)

2. Rates

a. D-4 Channel Equipment

	<u>NRC</u>	<u>Monthly Rate</u>
(1) D-4 Common Equipment	\$ 375.00	\$ 190.00
(2) D-4 Channel Termination, Voice Services with Signaling, each, one required for each channel	None	\$ 7.30

b. Termination Liability

- (1) A three year termination liability applies for both the D-4 common equipment and the D-4 channel terminations.
- (2) Termination liability applies from date of installation. Customer may not place this service on suspended rate.
- (3) Termination liability is reduced by the amount shown below for each month the equipment is in service.
 - (a) Common Equipment \$ 168.00 per month
 - (b) Channel Terminations \$ 6.50 per month

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First~~ Revised Sheet 46
Cancelling ~~First Revised Original~~ Sheet 46
Effective: ~~July 25, 2008~~ January 1, 1997

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

J K. DIGITAL DATA TEST FOR THE STATE OF FLORIDA (Central Telephone)

1. General

- a. This is a special assembly tariff to provide a digital data test system for the State of Florida.
- b. The digital data test system will be physically located on the premises of Embarq Florida, Inc.. Service will be provided between the Tallahassee main office and the State of Florida, Department of General Services, Division of Communications, Tallahassee, Florida.

2. Rates

Monthly Rate

- a. Digital Data Test System \$ 561.25
- b. A five (5) year termination liability in the amount of \$16,164.00 will apply. The liability is reducible by \$269.40 for each month in service.

K L. DIGITAL NETWORK FOR OKALOOSA COUNTY SCHOOL BOARD (Central Telephone)

1. General

- a. This tariff is a Special Assembly Tariff to provide digital networking for the Okaloosa County School Board.
- b. Digital facility service will be provided between the Fort Walton Beach access tandem and Destin, Shalimar, Niceville/Valparaiso and between the Crestview access tandem and the Baker central office.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First~~ Revised Sheet 47
Cancelling ~~First Revised Original~~ Sheet 47
Effective: ~~July 25, 2008~~ January 1, 1997

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

K DIGITAL NETWORK FOR OKALOOSA COUNTY SCHOOL BOARD (Central Telephone) (Cont'd)

2. Rates

a. Digital Facility Route Per Channel

	<u>Monthly Rate</u>
1) Fort Walton Beach-Destin	
Regular Channel	\$ 15.10
P-Phone Channel	28.11
2) Fort Walton Beach-Niceville/Valparaiso	
Regular Channel	\$ 15.33
P-Phone Channel	28.34
3) Fort Walton Beach - Shalimar	
Regular Channel	\$ 14.91
P-Phone Channel	27.92
4) Crestview-Baker	
Regular Channel	\$14.45
P-Phone Channel	27.46

b. Installation Charges per D4 Terminal (Each Terminal consists of 48 Channels)	\$ 280.00
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First Revised Sheet 48~~
Cancelling ~~First Revised Original Sheet 48~~
Effective: July 25, 2008 ~~January 1, 1997~~

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

L M. SUNCOM NETWORK (Central Telephone)

1. General

This tariff applies to the private line switched long distance communications network known as SUNCOM provided to the State of Florida.

- a. The monthly rates and charges apply to switching services as outlined in RFP No. 85-014-4.70 TEN and as agreed to in Department of General Services contract 72-90-03-02-300/85-066.
- b. Additional equipment, facilities and services may be furnished as requested by the State of Florida Division of Communications.
- c. Rates and charges for additional equipment, facilities and services will be developed upon request. The rates for additional services will be filed in this tariff.

2. Switching

SUNCOM service will be provided via a Northern Telecom Digital Multiplex System (DMS-100) located in Tallahassee, Florida.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

~~Second First~~ Revised Sheet 48 49
Cancelling ~~First Revised Original~~ Sheet 48 49
Effective: ~~July 25, 2008~~ January 1, 1997

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

L M. SUNCOM NETWORK (Central Telephone) (Cont'd)

2. Switching (Cont'd)

a. Switching Charges

- 1) Switching Charges will be calculated on the basis of access ports to the DMS-100 switch.

<u>Switch Port</u>	<u>Monthly Rate</u>
Access Line, per port	\$ 13.00
Inter Machine Trunk (IMT), each	13.00
Off Net Access Line (FX/FGA), each	13.00
Wide Area Telephone Service (WATS), each	-
Local Off Net Access Line (LONAL), each	-
Centrex Port (same switch), each	13.00

- 2) The port charge does not include the access line charges. Access line charges and service charges are covered by applicable General Customer Services Tariffs, Access Tariffs and the Southern Bell Private Line Tariff.

b. Minimum Annual Charge

- 1) A minimum annual charge for switching ports applies. Additional facilities or equipment charges do not apply towards meeting the minimum annual charge.
- 2) The minimum annual charge is \$150,000.00 per year. This charge applies for five (5) years from the time of system cutover which will be on or about May 1, 1993, unless terminated earlier by mutual agreement between the Department of General Services and Embarq Florida, Inc..

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

Third ~~Second~~ Revised Sheet 50
Cancelling Second ~~First~~ Revised Sheet 50
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

L M. SUNCOM NETWORK (Central Telephone) (Cont'd)

3. Additional Services

a. SMDR Magnetic Tape Drive

	<u>NRC</u>	<u>Monthly Rate</u>
1) Magnetic tape drive (without backup)	\$ 2,700.00	\$ 466.55
2) A seven year termination liability of \$14,600.00 applies. The termination liability will be reduced \$171.83 for each month the tape drive is in service.		

b. SUNCOM NCC Interface

	<u>Monthly Rate</u>
1) NCC Interface	\$ 3,007.00
2) A seven year termination liability of \$116,658.00 applies. The termination liability will be reduced \$1,388.79 for each month the interface is in service.	

M N. VIDEO CIRCUIT FOR LEON COUNTY JAIL AND LEON COUNTY COURTHOUSE (Central Telephone)

1. General

- a. This tariff is a special assembly tariff to provide a broadcast quality video loop and the required optic terminals between the county jail and county courthouse. The CODEC will be provided by the subscriber.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

Section A5

By: F.B. Poag
Director

Third ~~Second~~ Revised Sheet 51
Cancelling ~~Second~~ ~~First~~ Revised Sheet 51
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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

M ~~N~~ VIDEO CIRCUIT FOR LEON COUNTY JAIL AND LEON COUNTY COURTHOUSE (Central Telephone) (Cont'd)

2. Rates

	<u>NRC</u>	<u>Monthly Rate</u>
a. Optic Terminal-Customer Premise 2 Each Circuit		\$ 171.00
b. Optic Terminal-Central Office 2 Each Circuit		183.00
c. IOC Channel Termination-C.O. 2 Each Circuit		159.00
d. IOC Fiber Channel 1 Each Circuit		21.00
e. Local Channel Each Customer Location	\$ 557.00	65.00

N ~~O~~. SPECIAL DISASTER RELIEF RATES INITIATED BY THE COMPANY

1. At the discretion of the Company following a disaster, an emergency due to a major event such as a hurricane, the Company may discount and/or waive recurring and non-recurring rates and charges for subscriber disaster victims in a defined geographic area, e.g., exchange or exchanges, for a period beginning immediately after the disaster for a period of up to one year. Such services include but are not limited to non-recurring installation charges for temporary relocation of basic service, recurring charges for vacation service and call forwarding services.