



Law Department

ORIGINAL

April 27, 2000

BY FEDERAL EXPRESS

Secretary  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Prism Florida Operations, LLC – LEC Price List  
Initial Filing

Dear Sir/Madam:

On behalf of Prism Florida Operations, LLC (“Prism”), we are submitting herewith an original and three (3) copies of its initial price list for local exchange services in the State of Florida. The effective date of this filing has been left blank, but Prism hopes to have an effective date of June 1, 2000. As soon as we receive notice that the Commission has approved the tariff, we will fill in the effective date and submit final copies to the Commission.

Of course, should you have any questions regarding the tariff, please do not hesitate to contact me at 202-263-7971.

Sincerely,

Marni J. Shapiro  
Compliance Administrator

00 APR 28 AM 10:25  
MAIL ROOM

Enclosures

APR 28 2000  
MAIL ROOM

DOCUMENT NUMBER-DATE  
**05238 APR 28 8**  
FPSC-RECORDS/REPORTING

Prism Florida Operations, LLC  
770 Broadway  
New York, NY 10003

FL PSC – LEC Price List  
Original Title Page

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PRISM FLORIDA OPERATIONS, LLC  
PRICE LIST  
FOR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
IN THE STATE OF FLORIDA

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Issued: April 28, 2000

Effective:

By Marni Shapiro, Compliance Administrator  
Prism Florida Operations, LLC

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**CHECK SHEET**

The Title Page and Sheets 1 through 73 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<b><u>SHEET</u></b>	<b><u>REVISION</u></b>	<b><u>SHEET</u></b>	<b><u>REVISION</u></b>
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**CHECK SHEET** (Cont'd.)

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**PRELIMINARY STATEMENT**

This price list sets forth intrastate rates and rules applicable to the provision of local exchange services for residential and business customers within the State of Florida.

Service is offered via the Company's facilities in combination with resold services provided by other certificated carriers.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Florida Public Service Commission (the "Commission").

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's business offices at 770 Broadway, New York, New York 10003.

**SERVICE AREA**

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Customer's Service Order.



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**SYMBOLS USED IN THIS PRICE LIST**

- (D) Discontinued or deleted.
- (I) A change resulting in an increase to a Customer's bill.
- (M) Moved from another location in price list.
- (N) New.
- (R) A change resulting in a reduction to a Customer's bill.
- (T) A change in rule or regulation, but no change in rate or charge.

**PRICE LIST FORMAT**

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** - There may be a number of levels of paragraph coding. Each level of coding is subservient to its next higher level. For example,

2.  
2.1.  
2.1.1.

D. **Check Sheets** - When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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## **SECTION 1.0 DEFINITIONS, TECHNICAL TERMS, AND ABBREVIATIONS**

**Access Lines:** A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

**Accessories:** Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to the communications path of the Company facilities.

**Applicant:** A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated suspension or termination.

**Application:** A request made orally or in writing for telephone service.

**Authorized User:** As used in connection with Telephone Exchange Service, denotes those individuals authorized by the Company to use a Customer's telephone service. It includes the members of the Customer's household, employees or agents of the Customer, residential tenants of hotels, clubs, etc.

**Building:** A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residential establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

**Business Service:** Determination as to whether or not Customer's service should be classified as Business Service will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive, factor in determining the classification of service. Service will be classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**Cancellation:** The permanent cessation of telecommunications service at the request of the Customer.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Central Office Area:** The area within which the Customer's lines are connected to the central office operating unit, or units, established by the Company to serve that area. More than one central office may be located in the same building.

**Central Office:** A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**Central Office Line:** A circuit furnished by the Company which extends from the central office building to the Customer's premises. The end of the central office line is the Network Interface or equivalent on the Customer's premises. This includes exchange access lines, Centrex lines, Wide Area Telecommunications Service (WATS) lines, Local Channels for Series Channel Services and certain Direct High Capacity Services, and Local Distribution Channels for Direct Digital and Direct High Capacity Services.

**Channel:** A path (or paths) for electrical communication between two or more stations or telephone company offices and furnished in such a manner as the Company may elect.

**Channel Mileage:** As used in connection with Direct Digital and Direct High Capacity Services, a transmission path between wire centers so designated for billing purposes.

**Circuit:** A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

**Class of Service:** The various categories of service generally available to the Customer, such as business or residential.

**Commission:** The Florida Public Service Commission.

**Company:** Prism Florida Operations, LLC.

**Continuous Property:** Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

**Contract:** The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Price lists.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Cost:** The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

**Customer of Record:** The Customer to whom the bill for service is rendered by the Company.

**Customer Premises:** One Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different building on continuous property.

**Customer Premises Equipment:** Equipment, except coin stations, employed on the premises of a Customer, other than a carrier, to originate, route or terminate telecommunication, but not including equipment used to maintain or terminate access lines or channels.

**Customer Premises Wire:** Any wire, including interface equipment, on the Customer side of the Network Interface or equivalent.

**Customer-Provided Equipment:** All communications systems, devices, apparatus and their associated wiring provided by Customer.

**Customer-Provided Terminal Equipment:** Devices, apparatus and their associated wiring, provided by a Customer, authorized user or joint user which do not constitute a communications system.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**Demarcation Point:** The physical location that separates the responsibility for installation and repair of telecommunications facilities between the Company, the property/building owner or agent, and the Customer.

**Directory Listing:** A publication in the LEC's alphabetical directory of information relative to a Customer's name or other identification and telephone number.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Disconnection:** The temporary cessation of telecommunications service at the request of the Customer. The term "disconnection" as used in this price list is meant to be the equivalent of the term "discontinuance" as may be used under Florida law.

**Exchange:** A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within that area.

**Exchange Access Line:** A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the serving central office equipment and all outside plant facilities through and including the Network Interface or equivalent.

**Exchange Area:** The area within which the Company furnished complete telephone service from one specific exchange at the exchange rates applicable within that area.

**Exchange Service:** The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this price list.

**Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

which are provided by the Company and utilized by it in the furnishing of telecommunications services or which are provided by a Customer and used for telecommunications purposes.

**Flat Rate Service:** Unlimited calling privileges to a specified area furnished at a fixed periodic charge.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Holidays:** Weekdays officially designated by the United States government as federal holidays, specifically: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

**Interface:** The term "interface" denotes that point on the premises of the Customer at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

**Interface Equipment:** Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

**LEC:** LEC (Local Exchange Company) refers to the incumbent dominant, monopoly local exchange carrier in an area also served by the Company.

**Local Service:** Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this price list.

**Local Service Area:** That area within which a Customer to exchange service can make telephone calls without the payment of a long distance telecommunications charge. A local service area may be made up of one or more than one central office area or exchange area.

**Loop:** A transmission path between the network interface (NI) located at the Customer's premises and the vertical side of the main distributing frame (or other designated Company frame) in a Company central office. Loops are defined by the electrical interface rather than the type of facilities used.

**Maintenance Visit Charge:** A charge applied when the location of reported trouble is found to be in Customer-provided equipment.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Mileage:** The measurement upon which charges are computed for line extensions.

**Minimum Contract Period:** The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment whether or not retained by the Customer for such minimum length of time.

**Nonrecurring Charge:** A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

**NSF Check:** Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

**Person:** A natural person, firm, partnership, corporation, association, municipality, cooperative, organization, government agency, real estate trust, or other legal entity.

**Premises:** One premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on Continuous Property.

**Recurring Charge:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Residential Service:** Service will be classified as Residential Service where the business use, if any, is merely incidental and where the major use is of a social or domestic nature.

**Service:** The service provided by the Company includes only the provision of basic voice service, consisting of local exchange and interexchange toll service, and does not include enhanced communications services.

**Service Connection Charge:** The nonrecurring charge a Customer may be required to pay at the time of the establishment of telephone service or subsequent additions to that service.

**Service Order:** The written request for the Company's services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

**Shared:** A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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**1.0 Definitions, Technical Terms, and Abbreviations (Cont'd.)**

**Station:** Customer Premises Equipment or Interface Equipment at the Customer's Premises in which Customer Premises Wire terminates. Includes the telephone instrument, data set, network control signaling units and other station equipment which enable Customers to establish the communications connections and to effect communications through such connections.

**Suspension:** Temporary cessation of service by the Company without Customer consent.

**Suspension Notice:** The written notice sent to a Customer advising that service will be shut off if the grounds for suspension of service are not satisfied by the date specified on the notice.

**Termination:** Permanent cessation of telecommunications service by the Company without Customer consent.

**Termination Charge:** A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

**Toll Message:** A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

**Trunk:** A circuit connecting two PBX systems for the intercommunicating between the stations connected with such PBX switching apparatus. The circuit is not intended to provide for general exchange service through either of the PBX systems with which it connects.

**User:** Any person who uses telecommunications service provided by the Company.



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## **SECTION 2.0 GENERAL RULES AND REGULATIONS**

### **2.1 Undertaking of Company**

2.1.1 The Company will furnish Local Exchange Service in connection with the transmission of communications between points within the State of Florida, subject to its ability to procure, construct and maintain facilities which are required to meet the Customer's Service Order.

2.1.2 The Company's Service and facilities will be available as soon as practicable upon receipt of a Service Order from a potential customer. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers will be permitted provided that such interconnection does not adversely affect the Company's present services or network.

2.1.3 The obligation of the Company to provide Service is dependent upon its ability to procure, construct and maintain facilities which are required to meet the Customer's Service Order. The Company will make all reasonable efforts to secure the necessary facilities, provided that such new Service will not adversely affect the Company's present services or network.

2.1.4 The Customer's monthly charges for the Company's Service may be based upon the following, either individually or collectively: the Customer's basic service, total conversation time, the distance between the exchange areas in which calls originate and terminate, and use of or availability to use service options, if any, unless otherwise specified.

2.1.5 Service is provided to Customers on a monthly subscription basis unless otherwise specified. The Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for special construction, necessary to meet special demands of Customers and involving extra costs.

**2.2**    **Description of Service**

**2.2.1**    **Local Exchange Service**

These services will give residential and business users the ability to originate and terminate calls to other users with access to the local exchange network.

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### **2.3 Establishment and Re-Establishment of Credit**

The Company, in order to ensure the payment of its charges for service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the Applicant or Customer from compliance with other provisions of this price list as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

If the Company finds that the Applicant for service has failed to pay for past due telephone service of the same class (residence or business) provided by any telephone company, the Company may refuse to provide service unless the Applicant furnishes a deposit.

The Company may require any Applicant or Customer to establish and maintain his/her credit in one of the following ways:

1. If the applicant has been a customer of any local exchange company within the last two years and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill was paid after becoming delinquent and has never had service disconnected for nonpayment.
2. If the applicant furnished a satisfactory guarantor to secure payment of bills. A satisfactory guarantor must, at the minimum, be a customer of the Company with a satisfactory payment record. The guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor has not within the preceding 12 months (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company), (b) paid with check a refused by a bank, (c) been disconnected for nonpayment, or (d) at any time, used service in a fraudulent or unauthorized manner.
3. If the applicant pays a cash deposit.
4. If the applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

If an Applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the Applicant furnishes a deposit.

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## **2.4 Advance Payments and Deposits**

### **2.4.1 Advance Payments**

The Company may, in order to safeguard its interests, require a Customer to make an advance payment before service and facilities are furnished. Such advance payment may be an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the Applicant's monthly bill for service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between the Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill.

### **2.4.2 Deposits**

The Company may, in order to safeguard its interests, require an Applicant or Customer to make a reasonable deposit to be held by the Company as a guarantee of the payment of charges for service or for loss of or damage to Company property. The fact that a deposit has been made in no way relieves the Applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

The Company may request a deposit from any Customer during the first twelve (12) months that a Customer receives service if the Customer, during that period, pays late four times, or has service suspended for nonpayment two times.

Prior to requesting a deposit from a Customer for reasons of late payment, the company shall advise the Customer of the availability of the Payment Agreement (Section 2.7).

The Company may request a deposit from any Customer after the first twelve (12) months that the Customer has received service if the Customer has had service suspended two times in a twelve (12) month period, or if the Company provides evidence that the Customer used a device or scheme to obtain service without payment. The Company may also request a deposit from any Business Customer after the first twelve (12) months the Customer has received service if the Customer pays late at least six (6) times during any twelve (12) month period.

In lieu of a deposit, the Company may accept the written guarantee of a responsible party (a current Customer of the Company that has been a Customer for at least 12 months and who has not had service suspended for nonpayment during the last 12 months).

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### **2.4.3 Amount of Deposits**

The Company shall not request a deposit from an Applicant or Customer in excess of an amount equal to the charges for one month's local exchange service plus two months estimated toll service billed by the Company. If, after ninety (90) days service, the actual deposit is found to be greater than an amount equal to one month's local service plus two months actual average toll service billed by the Company, the Company shall, upon demand of the Customer, promptly refund the difference. These deposit rules apply to local exchange service and toll service provided by the Company and do not apply to special arrangement agreements covering termination equipment installations for which the Company may require a reasonable deposit.

The Company may require upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of required deposit will not exceed twice the actual average monthly toll provided by or billed by the LEC plus one month's local service charge, for the 90-day period immediately prior to the date of the notice. If the Customer has had service for less than 90 days the Company may base its new or additional deposit upon the actual average monthly billing available. When the Company has a good reason to believe payment by a nonresidential customer is in jeopardy and toll usage provided or billed by the Company is significantly above normal for that Customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

### **2.4.5 Interest to be Paid on Deposits**

Except as noted below, simple interest shall be paid on all deposits held by the Company. Interest will be credited or paid to the Customer annually while a deposit is held. The Company will pay interest at the Florida legal rate on any security deposit it receives. Currently, this is 6%, and 7% on deposits of nonresidential customers qualifying when the utility elects not to refund such deposit after 23 months. No Customer shall be entitled to receive interest on their deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six months. After that time, the Customer is entitled to receive interest from the day of commencement of the customer relationship and the placement of a deposit.

#### **2.4.6 Refund of Deposits**

After a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential customer's deposits and shall, at its option, either refund or pay the higher rate of interest specified above for nonresidential deposits, providing the Customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company), (b) paid with check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) used service on a fraudulent or unauthorized manner.

Deposits shall be automatically refunded to the Customer, less any amounts due the Company, when service is terminated for more than thirty (30) days.

The Company reserves the right to return such cash deposit at any time prior to termination of service if, in the opinion of the Company, the Customer has established a proper credit rating.

#### **2.4.7 Receipts for Deposits**

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer's name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company's name, and a statement of the conditions under which the deposit will be refunded. The receipt will contain a notice that after ninety (90) days service, the Customer is entitled to refunds of any deposit over and above an amount equal to one month's local service plus two months' average toll service provided by or billed by the Company. The Company will refund the Customer's deposit even if the Customer has lost the receipt.

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## **2.5 Rendering and Payment of Bills**

The Customer is responsible for payment of all charges for facilities and service furnished, including charges for service originated, or charges accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer. All bills may be paid in cash or by check or money order at the Company's business offices or via the United States Postal Service, or by use of an authorized commercial credit card.

The date on which the Company completes installation or connection of the necessary facilities and/or equipment to provide the Company's service shall be called the "Service Date" and shall be the starting date for billing.

Customer shall pay the amount(s) as specified in the price list for the service. Fixed recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice, or within such other period as set by the Commission. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

Bills for local exchange service will show the delinquent date, set forth a clear listing of all charges due and payable, and contain the statement "Written itemization of local billing available upon request." Such written itemization will be provided with the Customer's first invoice upon commencement of service and at least annually thereafter, accompanied by a Commission-approved bill stuffer which explains the itemization. The itemized bill will contain a statement that nonpayment of regulated charges may result in discontinuance of service and that the Customer may contact the Company's business office to determine the amount of regulated charges on the bill.

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**2.5 Rendering and Payment of Bills (Cont'd)**

The Company will make appropriate adjustments or refunds where the Customer's service is interrupted by other than the Customer's negligent or willful act, Company testing or adjustment, or the failure of channels, equipment and/or communications systems provided by the Customer, and remains out of order in excess of 24 hours after the Customer notifies the Company of the interruption. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative; except that the refund shall not be applicable for the time that the Company is ready to repair the service and the Customer does not provide access to the Company for such restoration work.

Bills are not considered delinquent prior to the expiration of 15 days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:

1. Where service is terminated or abandoned;
2. Where toll service is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving service for less than four months, where the toll service is twice the estimated monthly toll service; or
3. Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent.

A demand for immediate payment will be accompanied by a bill which itemizes the charges for which payment is demanded or, if the demand is made orally, an itemized bill shall be mailed or delivered to the Customer within three days after the demand is made. If the Company cannot present an itemized bill, it may present a summarized bill which includes the Customer's name and address and total amount due. However, a Customer may refuse to make payment until an itemized bill is presented. The Company shall inform the Customer that he may refuse payment until an itemized bill is presented.

Annually, the Company shall include a bill insert advising each Residential Customer of the option to have the Customer's name placed on the 'No Sales Solicitation' list maintained by the Florida Department of Agriculture and Consumer Services, Division of Consumer Services, and the 800 number to contact to receive more information.

Where any undercharge in billing of a Customer is the result of a Company mistake, the Company may not backbill in excess of 12 months.

Partial payment of a bill will be applied first toward any unpaid regulated charges. The remainder, if any, will be applied to nonregulated charges.



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### **2.5.1 Local Exchange Service**

Charges for basic local exchange service are billed monthly, in advance, for one month's minimum charge. If at any time a monthly charge is prorated, a thirty day month shall be used.

### **2.5.2 Late Payment Charge**

A late payment charge of 1.5% or, if lower, the legal limit applicable to such charges applies to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill compounded monthly.

If payment for a current bill is received by the Company before the bill's due date, but for technical or other reasons the payment is not applied to the Customer's account prior to the issuance of a subsequent bill, the Customer shall not be liable for that portion of any unpaid balance attributed to a late payment charge.

A Customer shall not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and follows the Disputed Bills procedures outlined in Section 2.6 of this Price list.

### **2.5.3 Non-Sufficient Funds Checks**

Checks presented in payment for services and subsequently returned to the Company by the Customer's financial institution for "NonSufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per check of \$10.00.

A Customer will be placed on a "cash only" basis upon receipt of two (2) NSF checks within a twelve (12) month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, money orders, or an instrument denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of a Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

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## **2.6 Disputed Bills**

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer pays the undisputed portions of the bill; and pays all future periodic bills by the due date; and enters into discussions with the Company to settle the dispute promptly.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A Customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

## **2.7 Payment Agreement**

Residential Customers who are indebted to the Company for past due telephone service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by Payment Agreement. All Applicants for service, Business Customers, and Customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due telephone service, may have the opportunity, at the discretion of the Company, to make arrangements with the Company to retire the debt by Payment Agreement.

1. The terms and conditions of a Payment Agreement shall be determined by the Company after consideration of the following:

- a. Size of the past due account;
- b. Customer's or Applicant's ability to pay;
- c. Customer's or Applicant's payment history;
- d. Reasons for delinquency; and
- e. Any other relevant factors relating to the circumstances of the Customer's or Applicant's service.

2. The Company may require Residential Service Applicants or Customers to pay no more than 1/4 of the amount past due and owing at the time of entering into a Payment Agreement. The Company may require Business Service Applicants or Customers to pay no more than 1/3 the amount past due and owing at the time of entering into the Payment Agreement. Customers will be allowed a minimum of four (4) months from the date of said agreement and a maximum of twelve (12) months in which to complete payments pursuant to a Payment Agreement.

3. A Payment Agreement shall be in writing with a copy provided to the Applicant or Customer and shall require the Applicant or Customer to pay all future bills for service provided by the Company by the due dates and to retire the delinquent amount pursuant to the terms of the Payment Agreement.

4. Default upon any payment due by the Applicant or Customer shall render all amounts owed pursuant to the agreement to become payable immediately. The Company shall have the right to discontinue service, pursuant to proper notice.

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**2.8 Cancellation of Application for Services Prior to Establishment of Service**

Where an Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.

Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:

- A. The total costs (including overheads) in connection with providing and removing such facilities.
- B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this price list plus the full amount of any installation and termination charges applicable.

Where special construction of facilities has been started prior to the cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.

Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the cancelled services applies.

Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection herewith which would not otherwise have been incurred, and the Customer has advised the Company to proceed in the installation or special construction.

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**2.9 Cancellation of Service**

A Customer who fails to provide the Company with proper notice of cancellation shall continue to be responsible for equipment and Services rendered. Nothing in this price list relieves the Customer of its liability for payment for service rendered by the Company prior to cancellation of that service.

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## **2.10    Suspension of Service**

### **2.10.1   Suspension of Service**

A.     The Company may suspend or refuse service or cancel an application for service for any of the reasons stated below:

- (1)    For noncompliance with or violation of any state or municipal law, ordinance, or regulation pertaining to telephone service.
- (2)    For the use of telephone service for any other property or purpose than that described in the application or any unlawful purpose.
- (3)    For failure or refusal to provide the Company with a deposit to ensure payment of bills in accordance with the Company's regulations.
- (4)    For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (5)    For noncompliance with or violation of the Commission's regulations or the Company's rules and regulations, provided that the Company give five (5) working days' written notice before termination.
- (6)    For nonpayment of bills for telephone service, including the telecommunications access system surcharge, provided that suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases. The written notice shall be separate and apart from the regular monthly bill for service. A Company shall not, however, refuse or discontinue service for non-payment of a dishonored check service charge imposed by the Company. The Company will not discontinue service to any Customer for the initial non-payment of the current bill on a day the Company's business office is closed or on a day preceding a day the business office is closed.
- (7)    By reason of any order or decision of a court or a governmental authority having jurisdiction which prohibits the Company from furnishing such service.
- (8)    Without notice in the event of customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others.

**2.10.1 Suspension of Service (Cont'd.)**

- (9) Without notice in the event of hazardous conditions or tampering with the equipment furnished and owned by the Company.
- (10) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (11) Without notice in the event that the Customer's use of equipment will endanger public safety or health.

In case of refusal to establish service or whenever service is discontinued, the Company will notify the applicant or customer in writing of the reason for such refusal or discontinuance. Service will be initiated or restored when the cause for refusal or discontinuance has been satisfactorily remedied. When service has been discontinued for proper cause, the Company may charge a reasonable fee to defray the cost of restoring service as set forth in the Company's price list.

- B. In the event of suspension, the notice to the Customer will inform the Customer of the right to complain to the Florida Commission under Florida law.

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**2.10.2 Suspension Procedure**

Where notice is required, the Company will not suspend service except upon five (5) working days written notice. No written notice is required prior to suspension if the Company bases the suspension on its honest and reasonable belief that there has been an occurrence which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. In that case, the Company will mail a notice of suspension to the Customer. Notice of suspension shall be delivered separately from any other written bill or material.

**2.10.3 Timing of Suspension**

Except for emergency situations, suspension or termination of service by the Company for nonpayment of charges by the Customer may not commence on any of the following: (1) after 12 Noon on a day before a Saturday or Sunday; (2) a Saturday or Sunday; (3) a bank holiday; (3) a holiday observed by the Company (that is, a day when the Company's business office is closed).

**2.10.4 Medical Emergency**

The Company will not suspend or refuse to restore service to a residence if an occupant of the dwelling is certified by a physician to have a medical condition which will be aggravated by a complete cessation of service. Both the Customer and the Company will follow the procedures governing suspension of service emergency provisions as set forth in Florida law or regulations.

**2.10.5 Service Reconnection Charge**

Where service has been suspended pursuant to this price list, a Customer may have Service restored by paying the amount owed to the Company plus a service reconnection fee as set forth in Section 3 of this price list.



## **2.11 Obligations of the Customer**

### **2.11.1 Customer Responsibilities**

The Customer shall be responsible for:

1. The payment of all applicable charges as set forth in this price list.
2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company.
3. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer, authorized user, or joint user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.

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**2.11.1 Customer Responsibilities (Cont'd)**

6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required, with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company.
7. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
8. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

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## **2.12 Liability of the Company**

### **2.12.1 Limitations**

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
4. Company will provide credit on charges disputed by Customer which are verified as incorrect by Company. If notification, either written or oral, is not received within thirty (30) days after the bill is rendered, the account shall be deemed correct and binding upon the Customer.
5. Company shall not incur any liability, directly or indirectly, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."
6. Company shall not incur any liability, directly or indirectly, for the non-completion of calls due to network busy conditions. Nor shall Company incur any liability for any calls not actually to be completed during any period when service is unavailable. Nor is Company liable for interruptions, errors or call completion problems, which result due to traffic volumes (*e.g.*, holidays) which exceed industry standards for the applicable facility.
7. Except as provided by this price list, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold-face type) and all other services, shall in no event exceed an amount equal to the *pro rata* charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the

### **2.12.1 Limitations (Cont'd)**

liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

8. The Company shall not be liable for errors in transmitting, receiving or delivering messages by telephone over the facilities of the Company and connecting utilities.
9. Errors in Directories
  - (a) The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:
    1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
    2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
    3. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
    4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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**2.12.2 Indemnification**

The Company shall not be liable for, and shall be fully indemnified and be held harmless by Customer, against any claim or loss, expense or damage arising out of the following:

- (a) acts or omissions of other companies when the facilities of such other companies are used in connection with the Company's facilities to provide service; and
- (b) claims for defamation, invasion of privacy, libel, slander, or infringement of copyright, patent, trade name, trade mark or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed, transmitted, processed, handled, or used by the Company or over its facilities; claims for infringement of patents arising from the Customer's connecting, combining, or adapting apparatus and systems of the Customer with the facilities of the Company; and all other claims arising out of any act or omission of the Customer in connection with services or facilities provided by the Company; any personal injury or death of any person, or for any loss of or damage to the Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company. No agent or employee of any other company shall be deemed to be an agent or employee of the Company; and
- (c) fraudulent usage by employees or third persons, including but not limited to usage originating outside the Customer's premises but routed through the Customer's PBX or other equipment or facilities.

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**2.12.3 Force Majeure**

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

**2.12.4 Disclaimer of Warranties**

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2.12.5 Services Provided by Other Carriers**

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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**2.13**    **Taxes**

Appropriate Federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this price list unless otherwise stated.

Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed *pro rata* to the exchange Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

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**2.14 Allowances for Interruptions in Service**

The Company shall not be liable for any interruptions in service or other failures of performance due to causes beyond its control, including, without limitation, to acts of God, fires, flood or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.

Credit allowances for interruptions of service which are not due to the Company's testing or adjustment, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.12 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's equipment and/or facilities.

The Company will make appropriate adjustments or refunds where the Customer's service is interrupted by other than the Customer's negligent or willful act, Company testing or adjustment, or the failure of channels, equipment and/or communications systems provided by the Customer, and remains out of order in excess of 24 hours after the Customer notifies the Company of the interruption. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative; except that the refund shall not be applicable for the time that the Company is ready to repair the service and the Customer does not provide access to the Company for such restoration work.

In the event of prior knowledge of an interruption of service, including for inspection, testing and adjustments as set forth in Section 2.15 herein, for a period exceeding one day, the Company will, if feasible, notify the Customers in writing, by mail, at least one week in advance.



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## **2.15 Tests, Adjustments and Inspections**

### **2.15.1 Testing and Adjusting**

Upon reasonable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowances will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

### **2.15.2 Inspections**

Upon reasonable notice to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

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## **2.16 Service Connections and Facilities on Customer's Premises**

### **2.16.1 Service Connection Charges**

The Service Connection Charges specified in Section 3 of this price list are nonrecurring charges for establishing, transferring, restoring, or modifying telephone services. Service Connection Charges are incurred pursuant to Customer-initiated requests only. Unless specifically exempted in this or other Sections of this price list, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

Service Connection is provided during regularly scheduled work hours at whatever the Company's current installation schedule may then be. When a Customer requests an expedited service date or out-of-hours connection, a special handling charge may apply, which will be determined on an individual case basis. Service Connection Charges for the initial establishment of telephone service are payable with the first bill rendered for service.

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

### **2.16.2 Customer-provided Equipment**

Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list.

Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer-provided station equipment with Part 68 of the Federal Communications Commission's Rules and Regulations is the responsibility of the Customer.

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**2.17    Ownership of Facilities**

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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## **2.18 Maintenance**

The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

The Customer or authorized user is responsible for ensuring that Customer-provided equipment and facilities are compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.18 Maintenance (Cont'd)**

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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**2.19**    **Rights-of-Way**

Where economically feasible, the Company shall, directly or through third parties, use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide the Company's service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location, shall be borne entirely by the Company. Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer.

The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including, without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such rights-of-way.

## **2.20 Limitations on Service**

**2.20.1** Service will ordinarily be furnished within thirty (30) days of request, subject to the availability of the necessary facilities and/or equipment, and subject to the provisions of this price list. Company reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company reserves the right to discontinue furnishing Service, upon notice, when necessitated by conditions beyond its control, or when the Customer is using the Service in violation of the provisions of this price list, or in violation of the law.

## **2.20.2 Shortage of Equipment or Facilities**

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**2.21 Prohibited Uses**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Services shall not be used for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier or except as otherwise permitted by law.

The Company will deny, suspend or terminate service if any agency advises it that such service is being used or is likely to be used in violation of law. If the Company receives or discovers evidence giving reasonable cause to believe service is being or is likely to be used for any unlawful purpose, it will deny, suspend or terminate service and/or refer the matter to an appropriate law enforcement agency.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this price list. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this price list, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

**2.22 Unauthorized Use; Fraud**

Anyone who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Customer relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection. The Company may report instances of actual or suspected unauthorized or fraudulent use to law enforcement agencies.



**2.23**    **Special Promotions**

From time to time, the Company may offer Service at reduced rates and/or charges or free of charge for promotional, market research or experimentation purposes. Such promotional offerings will be of a limited duration and the Company will not unlawfully discriminate among its Customers when making promotional offerings. The Company will notify the Commission of special promotions.

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**2.24 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally undertake in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct, on an expedited basis;
5. on a temporary basis until permanent facilities are available;
6. involving abnormal costs; or
7. in advance of its normal construction.

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

The costs referred to above may include one or more of the following items to the extent applicable:

(a) cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:

- (1) equipment and materials provided or used;
- (2) engineering, labor and supervision;
- (3) transportation; and
- (4) rights of way.

(b) cost of maintenance;

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**2.24 Special Construction (Cont'd)**

- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) price list preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

**2.24.2 Termination Liability for Special Construction**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for:

- (a) cost installed of the facilities provided, including estimated costs for rearrangement of existing facilities and/or construction of new facilities as appropriate. Cost installed includes the costs of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation; and
  - (4) rights of way.
- (b) license preparation, processing and related fees;
- (c) price list preparation, processing and related fees;
- (d) cost of removal and restoration, where appropriate; and
- (e) any other identifiable costs related to the specially constructed or rearranged facilities.

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**2.25 Release of Customer Credit Information and Calling Records**

(a) Definitions

(1) Credit Information

A Customer's credit information is the information contained in the Customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, Customer's social security and/or driver's license number, billing name, location of previous service. Not included in Customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

(b) Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records will be released by the Company only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to Florida or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena *duces tecum*, when it reasonably appears to the Company that the lawful procedures have been followed. The Company will abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records; or
- (3) Upon receiving permission of the Customer to release the information.

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**2.25 Customer Credit Information and Calling Records (Cont'd.)**

(c) Deferral of Notification

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the Company will request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the Customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

(d) Exception to Procedure for Release of Credit or Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the Company on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

(e) Retention of Records

Records of requests for credit information and calling records, other than from the Company's employees, will be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer will also be retained for a like period of one year.

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## **SECTION 3.0 - LOCAL EXCHANGE SERVICE**

### **3.1 Local Exchange Service: General**

Local Exchange Services provides a Customer with a connection to the Company's switching network which enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the Company's Local, IntraLATA and InterLATA Calling Services;
3. access (at no additional charge) to the Company's business office for service-related assistance; access to toll-free telecommunications services such as 800/888 NPA; access to relay services for the hearing impaired; and access to 9-1-1 service for emergency calling; and
4. access to directory assistance services, governed by Section 5.0.

### **3.2 Measurement of Calling Areas for Usage Rates**

The calling areas for flat rate service and for usage rates that may be specified in service areas or zones mirror the areas referenced and described in the tariff(s) of the incumbent local exchange carrier.

### **3.3 Classes of Service**

There are two classes of service: Business and Residential. The classification of a Customer's service as business or residential is determined by these regulations which define the character of use for rate purposes.

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### **3.3.1 Business Service**

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply:

1. To offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of a strictly business nature.

NOTE: For the purpose of this tariff, a boarding house (defined as a house where rooms are rented) or apartments may obtain service at residential rates when, in the judgment of the Company, they are not conducted primarily for business purposes and are listed as residences.

2. To any location where a business designation is provided or where any title indicating a trade, occupation or profession is listed.
3. Where service terminates solely on the answering service facilities of a telephone answering firm.
4. At residential locations when the Customer has no regular business telephone service and the use of the service by the Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

### **3.3.2 Residential Service**

Residential rates apply when the use of the service is of a social or domestic nature and provided that service is not used substantially for occupational purposes. Residential rates apply:

1. To private residential service not employing business listings.
2. To private apartments in hotels, clubs and boarding houses where service is confined to the domestic use of the Customer and business listings are not employed.

### **3.3.2 Residential Service (Cont'd)**

3. When a title by which the Customer is commonly known or addressed is included in the directory listing, provided the title is not a professional degree or occupational designation. Examples: Doctor, Reverend, Professor, Lieutenant, Judge, Mayor, etc.

If the Company receives information indicating that a Customer's Residential Service is being used for business, the Company may begin a review of the Customer's billing records. If the Company's review of its data and/or billing records indicates that a Customer has used and is using a residential class of service in a manner requiring a business classification, the Customer shall be contacted by the Company and told of the findings. The Customer shall have an opportunity to provide reasonable and adequate data to show that the Residential Service is being used for residential use consistent with these regulations. If the Customer refuses or is unable to show that the service is being used for residential use consistent with these regulations, the Company may change the service to a business classification and begin billing the appropriate rates and charges after notifying the Customer of the intended action and the Customer's right to appeal the matter to the Commission.



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### **3.4 Service Description**

The Company offers service in two packages: (1) standalone voice service and (2) voice service plus high speed data service. The Company's voice service is marketed as RED Voice<sup>SM</sup> service. The Company's high speed data service is referred to as RED<sup>SM</sup> Data Service.

A. Standalone RED Voice<sup>SM</sup> Service. The Company's standalone voice service consists of local exchange and intrastate toll message service, with unlimited flat rate calling. Included at no additional charge with the standalone voice service are the following features:

1. Call Waiting – allows a Customer to talk on the phone without missing other incoming calls, by providing a tone that indicates another call is waiting, and by allowing the Customer to switch between the original call and the new call.
2. Call Forwarding – gives a customer the ability to forward a call to another telephone number.
3. Caller ID – allows a Customer to display the incoming name and telephone number of inbound callers on a special display unit. In addition, it can store the telephone number, date and time of each incoming call. Caller ID should work in conjunction with Call Waiting, displaying the name and number of the person on the second incoming call.
4. Three-Way Calling – allows a Customer to talk with two people at different numbers at the same time. A Customer can also place one caller on hold while talking privately to someone else at the other location and then return to the original call.
5. 900-Call Blocking – automatically blocks all outbound calls to 900 exchange.

B. RED Voice<sup>SM</sup> Plus RED<sup>SM</sup> Data Service. This package offers the Company's entire RED Voice<sup>SM</sup> service plus certain of the Company's high-speed Internet access services. Customers will receive high-speed Internet access (via Digital Subscriber Line technology) over the same phone line as their RED Voice<sup>SM</sup> service.

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### **3.5 Service Components**

The Company's Service is comprised of the following elements:

1. A nonrecurring Service Connection/Reconnection Charge, which may apply to the following:
  - a. The installation of a new service.
  - b. The transfer of an existing service to a different location.
  - c. A change from one class of service to another.
  - d. Restoration of service after suspension or termination.
2. A Monthly Service Charge.
3. Per-Minute Usage Charge.

### **3.6 Service Connection/Reconnection Charge**

The amount charged for Service Connection/Reconnection is dependent upon whether the installation of a new line is required at the Customer's premises (referred to as "with dispatch") or whether no such new line installation is required (referred to as "without dispatch"). Service Connection/Reconnection charges may be waived in connection with a promotional offering by the Company. The Service Connection/Reconnection fee does not apply when a customer orders RED Voice<sup>SM</sup> Service concurrently with RED<sup>SM</sup> Data Service.

Service Connection Fee (Residential)	\$149.95 (with dispatch) \$39.95 (without dispatch)
Service Connection Fee (Business)	\$199.95 (with dispatch) \$59.95 (without dispatch)

Applicants for residential service may pay service connection charges in equal monthly installments over a period of at least 3 months. The Company may charge a monthly service fee of \$1.00 to applicants who elect to pay the service connection charge in installments.

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**3.7 Monthly Service Charge**

A.	Standalone RED Voice <sup>SM</sup> Service	
	Residential	\$24.95
	Business	\$39.95
B.	RED Voice <sup>SM</sup> Plus RED <sup>SM</sup> Data Service	
	Residential	\$14.95
	Business	\$29.95

**3.8 Per-Minute Usage Charge**

The per-minute usage charge is the same, regardless of whether the Customer has the standalone RED Voice<sup>SM</sup> package or the RED Voice<sup>SM</sup> Plus RED<sup>SM</sup> Data Service package, Business or Residential Service.

1.	Local Calls - within Local Calling Area	\$0.00
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### **3.9 Custom Calling Services**

#### **3.9.1 General**

1. Custom Calling Services are optional features furnished to enable the Customer to enhance his basic telephone service. The facilities and equipment for these services are in the central office and service is furnished subject to the availability of these facilities.
2. For promotional reasons, the Company may waive, the nonrecurring Service Connection Charge for Custom Calling Services.
3. The Company may periodically offer, as part of promotional campaigns, a free trial during where the monthly subscription, usage and/or nonrecurring Service Connection Charge will not apply.
4. Current subscribers to the feature(s) being promoted or those subscribers who have had such feature(s) within the past 30 days are excluded from any promotional offers.
5. With respect to the rate elements having minimum and maximum rates, the Company shall not charge any rate other than the one listed as "current" until the Company has notified the Commission.
6. The Nonrecurring Charges specified in this tariff provide for new installation of telephone service. When Custom Calling Service(s) are installed coincident with new service, the Service Connection Charge also does not apply when subscribers require a telephone number change to obtain a Custom Calling Service.
7. Only one Service Connection Charge per line applies for all Custom Calling Service(s) ordered at the same time.
8. The Service Connection Charge will not apply when a Customer currently using a Custom Calling Feature on a pay-per-use basis changes to monthly subscription for that feature.

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### **3.9.2 Custom Calling Services: Features**

#### **3.9.2 Custom Calling Services: Features**

1. Custom Calling Services are the following set of call management services or features that manage incoming and outgoing calls based on Customer directions to the network.
  - a. Call Waiting  
Allows a Customer to talk on the phone without missing other incoming calls, by providing a tone that indicates another call is waiting, and by allowing the Customer to switch between the original call and the new call.
  - b. Call Forwarding  
Calls may be forwarded from the user's number to another telephone number location.
  - c. Caller ID  
This feature enables a Customer to view on a display unit the Directory Number (DN) of the calling party (incoming call). The Company will deliver all numbers, subject to blocking and technical limitations, including numbers associated with unpublished and unlisted service. If the incoming call is from a caller served by PBX, multi-line hunt group, Centrex or Star Ring Service, the telephone number transmitted will be the main number.
  - d. Three-Way Calling  
Allows users to initiate a trace of the last incoming call. The number, date and time are recorded and stored for investigative purposes. Users do not receive the calling information, but may contact a law enforcement agency to press charges.
  - e. Call Trace  
Allows users to initiate an automatic trace of the last incoming call. After receiving a call which is to be traced, the Customer dials a code and the traced number is automatically sent to the Company. The Customer will hear a recording notifying them the trace was activated, but will not received the telephone number of the party who called. That information will be held by the Company for release to the appropriate law enforcement personnel.

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- f. Per-Call Blocking - Caller ID  
This service is available to all telephone users, whether or not they subscribe to Caller-ID. The service allows the user to dial \*67 before placing a call to prevent the number from being provided to the called party. If the called party has Caller-ID, the number will not be displayed, but will be marked 'Private'. Per-Call Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.
- g. Per-Line Blocking-Caller ID  
This service is available to all telephone users, whether or not they subscribe to Caller-ID. This service is the same as per-calling blocking, but applies to all calls made from the line and does not require the caller to dial \*67 to prevent the number from being provided to the called party. If the called party has Caller-ID, the number will not be displayed, but will be marked 'Private'. Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

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**3.9.2 Custom Calling Services: Features (Cont'd.)**

2. The application of these features to both incoming and outgoing calls may be limited to the following conditions:
  - a. When both the call originating Customer and the call terminating Customer are served from the same central office, even if the call originating or call terminating Customer does not subscribe to Custom Calling Services.
  - b. When both the call originating Customer and the call terminating Customer are served from different central offices equipped for Custom Calling Services and/or linked by appropriate facilities, even if the call originating or call terminating Customer does not subscribe to Custom Calling Services.
  - c. Feature screening lists can only contain telephone numbers served out of Custom Calling capable offices and/or offices linked by appropriate facilities.
  - d. For technical reasons, activation of Per-Call and Per-Line Blocking may not be possible on calls:

Originating from:

1. Toll terminals
2. PBXs
3. Centrex
4. Multi-line hunt groups
5. Outwats
6. On some intrastate/interstate service provided by an interstate carrier.

Terminating to:

1. 800, 888, 877, 900, 950, and 700 numbers
2. Intrastate/interstate automatic number identification
3. On some intrastate/interstate service provided by an interstate carrier.
4. Interstate calls where the carrier will not honor blocking.

- e. Per-Call and Per-Line Blocking will not affect calls terminating at E-911 Public Safety Answering Points (PSAPs).

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**3.9.2 Custom Calling Services: Features (Cont'd.)**

3. The Company's liability for any damages arising from mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing Custom Calling Services, and Custom Calling Services features or associated equipment shall be as provided in the tariff, General Regulations.

**3.9.3 Custom Calling Services: Availability of Service**

1. Custom Calling Services are available to individual line Residential and Business Customers where facilities allow.
2. Custom Calling Services offered on a monthly subscription basis are not available with toll terminals, trunks, multi-line hunt groups, key systems, PBX Service, Centrex, Foreign Exchange lines and Off-Premise Extensions.
3. Custom Calling Services offered on a Pay-Per-Use basis are not available with toll terminals, trunks, PBX Service, and Centrex Service.

**3.9.4 Rates for Optional Custom Calling Features**

	<u>Service Fee</u>
1. Per Call Blocking	\$0.00 per use
2. Per Line Blocking	\$0.00 per month
3. Call Trace	\$1.50 per use



### **3.10 9-1-1 Emergency Service**

All terms and conditions set forth in this Section are fully applicable to Local Exchange Services as defined in Section 3.0.

#### **3.10.1 9-1-1 Service Overview**

1. The Company will provide 9-1-1 Emergency Service (9-1-1 Service) for the purpose of voice reporting emergencies by the public. Access to 9-1-1 service will be maintained for the duration of any temporary disconnection of service for non-payment of a Customer's local residential service.
2. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only.
3. Any person dialing "9-1-1" from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate PSAP for that telephone. Any service, which is arranged for incoming traffic only or which, in whole or part, provides network access via a central office switch other than the Customer's local central office switch, is arranged for 9-1-1 Service.
4. 9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.

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**3.10.1 Service Overview (Cont'd.)**

5. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.
  - a. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP which is prepared to receive those calls.

Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.
  - b. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features which may or may not be available with Basic 9-1-1 Service.

**3.10.2 Regulations (These regulations apply to both Basic and Enhanced Service, as appropriate.)**

This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person on whose behalf a 9-1-1 call is made or who may otherwise be a recipient of emergency services provided or offered in response to the dialing of the digits "9-1-1." The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in Section 2.12.

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### **3.11 Maintenance Visit Charge**

The Maintenance Visit Charge may apply for time spent on a Customer's premises by a Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.

If applicable, the Maintenance Visit Charge will be credited to the Customer's account in the event trouble is not found initially in the Company facilities, but the trouble is later determined to be in those facilities.

If applicable, the time period for which the Maintenance Visit Charge is applied will commence when Company personnel arrive at the Customer premises and end when work is completed.

#### **3.11.1 Application of Rates and Charges**

Maintenance Visits are available only during regular business hours ('Basic Time').

#### **3.11.2 Rates and Charges**

1. **Basic Time, per technician:**

First hour	
-Residence	\$100.00
-Business	\$150.00
Each additional one-quarter hour	
-Residence	\$25.00
-Business	\$35.00

#### **3.11.3 Individual Case Basis Arrangements**

There are no Individual Case Basis (ICB) Arrangements at this time.

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**SECTION 4.0 DIRECTORY LISTINGS**

**4.1 Unpublished Directory Service**

- (a) Definition of Unpublished Directory Service: Upon a Customer's request, Customer name, address, and telephone number are not available in any telephone directory, street address directory, or through Directory Assistance. This information, as well as call-forwarding information from such unpublished telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies.
- (b) Incoming calls to unpublished telephone numbers will be completed by the Company only when the calling party places the call by telephone number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. However, the Company may provide the Customer's name, address and telephone number to law enforcement agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency situations. The acceptance by the Company of the Customer's request to furnish Unpublished Directory Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- (c) In the absence of willful misconduct, no liability for damages arising from publishing the telephone number of an Unpublished Directory Service Customer in the directory or disclosing an unpublished telephone number to any calling party shall attach to the Company, and where such number is published or is disclosed by a Company employee, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such service.
- (d) The unpublished telephone number and name associated with the line used by the calling party to place outgoing calls may be forwarded to subscribers (called parties) of Caller ID, and Caller ID with Name.

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#### **4.2 Unlisted Directory Service**

- (a) Definition of Unlisted Directory Service: Upon a Customer's request, Customer name, address, and telephone number are not listed in any telephone directory or street address directory, but the telephone number is available through Directory Assistance. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies.
- (b) Incoming calls to unlisted telephone numbers will be completed by the Company only when the calling party places the call by telephone number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. However, the Company may provide the Customer's name, address and telephone number to law enforcement agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency situations. The acceptance by the Company of the Customer's request to furnish Unlisted Directory Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- (c) In the absence of willful misconduct, no liability for damages arising from publishing the telephone number of an Unlisted Directory Service Customer in the directory, and where such number is published, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such service.
- (d) The unlisted telephone number and name associated with the line used by the calling party to place outgoing calls may be forwarded to subscribers (called parties) of Caller ID, and Caller ID with Name.

#### **4.3 Rates and Charges for Directory Listings**

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Unpublished Service	\$1.25	\$4.95
Unlisted Service	\$1.00	\$4.95

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**SECTION 5.0 DIRECTORY ASSISTANCE**

Customers and users of the Company's Service may obtain directory assistance in determining telephone numbers by calling the Directory Assistance operator. Unpublished telephone numbers are not available from Directory Assistance.

Customers are entitled to two (2) calls per month to Directory Assistance free of charge. Two (2) telephone numbers may be requested per call to Directory Assistance. All calls to Directory Assistance in excess of two (2) calls per month will be billed as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<b><u>Charge</u></b>
Directory Assistance (in excess of 2 calls per month)	\$0.35 per call

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the Customer must notify the Company operator or Business Office of the problem experienced.

The Company will not incur any liability, direct or indirect, to any person who dials or attempts to dial Directory Assistance or to any other person on whose behalf a Directory Assistance call is made.

The Company will not charge for calls to directory assistance from lines or trunks serving individuals with a disability (an individual with a physical or mental impairment that prevents the Customer from using the telephone directory).

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## **SECTION 6.0 OPERATOR SERVICES**

### **6.1 Description of Operator-Assisted Calls**

Operator Assisted Calling Service is provided to Customers and Users of the Company's service and to users accessing pre-subscribed public payphones or Customer-provided stations for operator assisted calls. In addition to charges which would otherwise apply pursuant to other sections of this tariff, each operator assisted call will be assessed a charge(s) as set forth within.

**Person-to-Person:** Calls completed with the assistance of a Company-provided operator to a particular person, department, or PBX extension specified by the calling party. Charges will be billed to the Customer's account.

**Billed to Third Party:** The calling party requests that the price of the call be billed to a number other than the calling or called party number.

**Collect Calls:** Cost of the call and the surcharge are billed to the called party.

**Busy Signal Verification:** Operator can check to see if line is busy and in working order.

**Emergency Line Interruption:** In the event of an emergency, the operator can interrupt a conversation and complete a call.

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**6.2 Operator Services: Rates**

Local exchange, IntraLATA and InterLATA calls may be placed on an Operator-Assisted basis.

In addition to the usage charges, where applicable, the following Operator-Assisted surcharges will apply:

	<b><u>Surcharge</u></b>
Person-to-Person	\$3.00
Billed to Third Party	\$1.50
Collect Call	\$2.00
Busy Signal Verification	\$1.00
Emergency Line Interruption	\$1.50



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**SECTION 7.0 - SPECIAL PROGRAMS**

**7.1 Deaf and Disabled Equipment Distribution Program**

The Company has contracted with other carriers to offer equipment and services to eligible deaf and disabled Customers. Customers interested in such equipment or services should contact the Company's local business office for details.

**7.2 Florida Telecommunications Relay Service**

The Company will provide access to a telephone relay center for the Florida Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf or a Teletypewriter and individuals with normal hearing or speech. Telecommunications Relay Service may be reached by dialing designated 800 numbers.

Use of the Florida Telecommunications Relay Service is not limited to intrastate calls.

Charges for calls will be billed as if direct distance dialed from point of origination to point of termination, without regard to actual routing.

Calls through Telecommunications Relay Service may be billed to a third number only if that number is within Florida. Calls may be billed to calling cards of the Company or other carriers who participate in this service.

The following calls may not be placed through Telecommunications Relay Service: (1) calls to information services, recordings, or group bridging services; (2) calls to time or weather recordings; (3) station sent-paid calls from coin telephones; and (4) operator-handled conference calls or other teleconference calls.

**Disclaimer of Liability**

The State contracts with an outside provider for this service. In the absence of gross negligence or willful misconduct, the Company shall not be liable for and the Customer shall release, defend and hold harmless the Company for all damages, direct or indirect, connected with use of this service. In no event shall the Company be liable for incidental, consequential, exemplary or punitive damages.

### **7.3 Link-Up Service Program**

The Company participates in the federal 'Link Up' program, pursuant to which it offers a 50% waiver, up to a maximum of \$30.00, of the telephone installation charge to qualifying low-income Residential Customers. The waiver applies to the primary service order, central office and premise visit components of the service connection charges and will be provided to each qualifying low-income new subscriber as defined by Florida rules and regulations.

### **7.4 Lifeline Service**

The Company participates in the federal Lifeline Service Program, pursuant to which it offers a reduction of \$1.75 in access line charges for qualifying low-income Residential Customers. Where available, the Company will offer toll limitation without charge to all qualifying low-income Customers at the time the Customer subscribes to Lifeline service. If the Customer elects to receive toll limitation, that service shall become part of the Customer's Lifeline service. If the qualifying Customer voluntarily elects to have toll blocking, where available, the Company will not collect a service deposit in order to initiate Lifeline service. Lifeline service may not be disconnected for non-payment of toll charges.

## **SECTION 8.0 - SURCHARGES**

### **8.1 Florida Telecommunications Access Program Surcharge**

In addition to the charges provided in the Company's intrastate tariff, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether or not the access line uses the Florida Telecommunications Relay Service. This surcharge serves as the funding vehicle for the operation of the Florida Telecommunications Relay Service, and shall be calculated by the Florida Commission.

### **8.2 Federal, State and Local Taxes**

The Company will add to Customer bills all applicable taxes or other surcharges as may be duly required by federal, state, or local authorities.

### **8.3 9-1-1 Emergency Surcharge**

The Company may collect a 9-1-1 surcharge to assist in the provision of emergency services as described in Section 3.