

ORIGINAL

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF APPEALS

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RULE NO:

RULE TITLE:

25-4.300

Scope and Definitions

25-4.301

Applicability of Fresh Look

25-4.302

Termination of LEC Contracts

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TALLAHASSEE, FLORIDA

NOTICE OF CHANGE

Notice is hereby given that the following changes have been made to the proposed rules in accordance with subparagraph 120.54(3)(d)1., F.S., published in Volume 25, No. 14, April 9, 1999, issue of the Florida Administrative Weekly:

PART XII - FRESH LOOK

25-4.300 Scope and Definitions

25-4.301 Applicability of Fresh Look

25-4.302 Termination of LEC Contracts

**25-4.300 Scope and Definitions.**

(1) Scope. For the purposes of this Part, all contracts that include local telecommunications services offered over the public switched network, between LECs and end users, which were entered into prior to the effective date of this rule, that are in effect as of the effective date of this rule, and are scheduled to remain in effect for at least ~~six months~~ one year after the effective date of this rule will be contracts eligible for Fresh Look. Local telecommunications services offered over the public switched

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network are defined as those services which include provision of dial tone and flat-rated or message-rated usage. If an end user exercises an option to renew or a provision for automatic renewal, this constitutes a new contract for purposes of this Part, unless penalties apply if the end user elects not to exercise such option or provision. This Part does not apply to LECs which had fewer than 100,000 access lines as of July 1, 1995, and have not elected price-cap regulation. Eligible contracts include, but are not limited to, Contract Service Arrangements (CSAs) and tariffed term plans in which the rate varies according to the end user's term commitment. The end user may exercise this provision solely for the purpose of obtaining a new contract.

(2) For the purposes of this Part, the definitions to the following terms apply:

(a) "Fresh Look Window"- The period of time during which LEC end users may terminate eligible contracts under the limited liability provision specified in Rule 25-4.302(3).

(b) "Notice of Intent to Terminate"- The written notice by an end user of the end user's intent to terminate an eligible contract pursuant to this rule.

(c) "Notice of Termination"- The written notice by an end user to terminate an eligible contract pursuant to this rule.

(d) "Statement of Termination Liability"- The written statement by a LEC detailing the liability pursuant to 25-4.302(3), if any, for an end user to terminate an eligible contract.

Specific Authority: 350.127(2), FS; 364.19,FS.

Law Implemented: 364.19, FS, 364.01,FS.

History: New XX-XX-XX.

**25-4.301 Applicability of Fresh Look.**

(1) The Fresh Look Window shall apply to all eligible contracts.

(2) The Fresh Look Window shall begin 60 days after the effective date of this rule.

(3) The Fresh Look Window shall remain open for ~~two years~~ one year from the starting date of the Fresh Look Window.

(4) An end user may only issue one Notice of Intent to Terminate during the Fresh Look Window for each eligible contract.

Specific Authority: 350.127(2), FS; 364.19,FS.

Law Implemented: 364.19, FS; 364.01,FS.

History: New XX-XX-XX.

**25-4.302 Termination of LEC Contracts.**

(1) Each LEC shall respond to all Fresh Look inquiries and shall designate a contact within its company to which all Fresh Look inquiries and requests should be directed.

(2) An end user may provide a written Notice of Intent to Terminate an eligible contract to the LEC during the Fresh Look Window.

(3) Within ten business days of receiving the Notice of Intent to Terminate, the LEC shall provide a written Statement of Termination Liability. The termination liability shall be limited

to any unrecovered, contract specific nonrecurring costs, in an amount not to exceed the termination liability specified in the terms of the contract. The termination liability shall be calculated as follows:

(a) For tariffed term plans, the payments shall be recalculated based on the amount that would have been paid under a tariffed term plan that corresponds to the actual time the service has been subscribed to.

(b) For CSAs, the termination liability shall be limited to any unrecovered, contract specific nonrecurring costs, in an amount not to exceed the termination liability specified in the terms of the contract. The termination liability shall be calculated from the information contained in the contract or the workpapers supporting the contract. If a discrepancy arises between the contract and the workpapers, the contract shall be controlling. In the Statement of Termination Liability, the LEC shall specify if and how the termination liability will vary depending on the date services are disconnected pursuant to subsections (4) and (6) ~~and on the payment method selected in subsection (5).~~

(4) From the date the end user receives the Statement of Termination Liability from the LEC, the end user shall have 30 days to provide a Notice of Termination. If the end user does not provide a Notice of Termination within 30 days, the eligible contract shall remain in effect.

(5) If the end user provides the Notice of Termination, the

end user will ~~choose and~~ pay any termination liability in a one-time payment. ~~according to one of the following payment options:~~

~~—— (a) One time payment of the unrecovered nonrecurring cost, as calculated from the contract or the work papers supporting the contract, at the time of service termination; or~~

~~(b) Monthly payments, over the remainder of the term specified in the now terminated contract, equal to that portion of the recurring rate which recovers the nonrecurring cost, as calculated from the contract or the work papers supporting the contract.~~

(6) The LEC shall have 30 days to terminate the subject services from the date the LEC receives the Notice of Termination.

Specific Authority: 350.127(2), FS; 364.19, FS.

Law Implemented: 364.19, FS; 364.01, FS.

History: New XX-XX-XX.