

# BELLSOUTH

---

**BellSouth Telecommunications, Inc.**

150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301

[jerry.hendrix@bellsouth.com](mailto:jerry.hendrix@bellsouth.com)

**Jerry D. Hendrix**

Vice President  
Regulatory & External Affairs

Phone: (850) 555-5550

Fax (850) 224-5073

July 17, 2006

Beth Salak, Director  
Competitive Markets and Enforcement  
Attn: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Mrs. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff:

General Subscriber Service Tariff

Section A5 - First Revised Page 2  
- First Revised Page 4  
- First Revised Page 10  
- First Revised Page 23  
- Contents – Second Revised Page 1

The purpose of this General Subscriber Services Tariff filing is to provide tariff terms and regulations for the Conversion of Overhead Telecommunications Facilities to Underground. The effective date for this filing is August 1, 2006.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments

**EXECUTIVE SUMMARY  
Filing Package No.: FL2006-107**

**Introduction**

The purpose of this filing is to establish terms and conditions provide tariff terms and regulations for the Conversion of Overhead Telecommunications Facilities to Underground.

**Description of Tariff**

This tariff provides a general overview of the process BellSouth will use to address requests to underground BellSouth's facilities. As described in the tariff, BellSouth and the requesting entity will enter into a contract addressing all of the details associated with the specific undergrounding request.

ISSUED: July 17, 2006~~ISSUED: June 16, 2006~~ISSUED: July 1, 1996      EFFECTIVE: August 1, 2006~~EFFECTIVE: July 1, 2006~~EFFECTIVE:  
July 15, 1996

BY: Marshall M. Criser III, President - FL~~BY: Marshall M. Criser III, President~~ FLBY: Joseph P. Lacher, President - FL  
Miami, Florida

(N)

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS<sup>4</sup>

### A5.1 General (Cont'd)

(T)

#### A5.1.2 Explanation of Terms (Cont'd)

The term "Maximum Termination Liability Charge" denotes the maximum amount of money for which the customer is liable in the event all services or facilities ordered in a special construction case are discontinued before a specified period of time.

#### MTL PERIOD

The term "MTL Period" denotes the length of time the customer is liable for a termination charge in the event the specially constructed facilities are terminated. The MTL period is equal to the average account life of the telephone facilities provided. When the construction involves multiple classes of Plant with differing lives, the MTL Period is equal to the weighted average of the account lives involved in the special construction case.

#### NET SALVAGE

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of salvage. Cost of salvage includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

#### NONRECOVERABLE COST

The term "Nonrecoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has no foreseeable use should the customer terminate service.

#### OTHER TELEPHONE COMPANY

The term "Other Telephone Company" denotes a company engaged in the business of furnishing public switched network telephone exchange services and which is not the ~~Southern Bell Telephone and Telegraph Company~~ BellSouth Telecommunications, Inc.

(T)

#### PERMANENT FACILITIES

The term "Permanent Facilities" denotes facilities that are expected to remain in place for the normal service life of the plant.

#### RECOVERABLE COST

The term "Recoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

#### SPECIAL CONSTRUCTION

The term "Special Construction" denotes a series of tariff regulations that are designed to protect the Company from undue risk associated with specially constructed facilities and allows the Company to recover excessive investments incurred by the construction of facilities that will carry services currently offered on a general basis in a service tariff. These regulations are also designed to prevent undue subsidizations of specially constructed facilities by the general body of ratepayers.

#### SUBSCRIBERS IN GENERAL

The term "Subscribers in General", as used in this Tariff, is to be interpreted to include those cases where new construction is required to serve two or more customers.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

ISSUED: July 17, 2006 ~~ISSUED: June 16, 2006~~ ISSUED: July 1, 1996 EFFECTIVE: August 1, 2006 ~~EFFECTIVE: July 1, 2006~~ ~~EFFECTIVE: July 15, 1996~~

BY: Marshall M. Criser III, President - FL BY: Marshall M. Criser III, President - FL BY: Joseph P. Lacher, President - FL  
Miami, Florida

(N)

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS<sup>4</sup>

### A5.2 Special Construction (Cont'd)

(D)

#### A5.2.1 General Regulations (Cont'd)

##### B. Conditions Requiring Special Construction (Cont'd)

###### 1. (Cont'd)

- The customer requests construction be expedited resulting in added cost to the Company;
- The customer requests that temporary facilities be constructed;
- The cost to construct line extension facilities for an individual subscriber when the cost exceeds the estimated five year exchange revenue;
- The term "customer" as used in the preceding context also includes those entities/businesses which, due to the nature of their business operations, may create a requirement to terminate a concentration of network facilities at said entities' operational centers. Such facilities may be individually ordered by and billed to separate customers who are patrons of the entities and typically utilize the facilities to avail themselves of the entities' services. Examples of such entities or businesses include, but are not limited to Telephone Answering Services, Alarm Central Terminal Locations and Specialized Mobile Radio Systems and Radio Common Carriers.

- Service wire (drop wire) that exceeds one hundred and twenty-five (125) feet and or requires placement through, around, or under encumbrances and placement of transmission enhancers such as load coils, extenders, etc.

(N)

##### C. Ownership of Facilities

1. Unless otherwise specified in this Tariff, the Company retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

##### D. Interval to Provide Facilities

1. Based on available information and the type of service ordered, the Company will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.
2. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the customer will be notified. The amount of interest accrued on all prepaid items will be credited to the customer's account for any delays that could have been circumvented by the Company.

##### E. Special Construction Involving Interstate and Intrastate Facilities

1. When special construction involves facilities used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with this Tariff. Charges for the portion of the construction used to provide interstate service shall be in accordance with BellSouth's F.C.C. No. 1 Interstate Tariff.

##### F. Charges of Other Companies

1. Charges and/or Maximum Termination Liabilities for special construction of facilities provided by another company are developed by the other company and may be applied by BellSouth under this Tariff on the other company's behalf.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

ISSUED: July 17, 2006 ~~ISSUED: June 16, 2006~~ ISSUED: July 1, 1996      EFFECTIVE: August 1, 2006 ~~EFFECTIVE: July 1, 2006~~ ~~EFFECTIVE: July 15, 1996~~

BY: Marshall M. Criser III, President - FL BY: Marshall M. Criser III, President FL BY: Joseph P. Lacher, President - FL  
Miami, Florida

(N)

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS<sup>4</sup>

### A5.2 Special Construction (Cont'd)

(T)

#### A5.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

##### F. Types of Charges (Cont'd)

##### 1. Nonrecurring Charges (Cont'd)

##### c. Termination Charge (Cont'd)

A termination charge applies when, at the customer's request, services (unless otherwise specified in the written agreement) provided on specially constructed facilities which have specified Maximum Termination Periods, are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed facilities, adjusted for tax effects, net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. Termination charges will never exceed the Maximum Termination Charge.

##### d. Cancellation Charge

If the customer cancels the order prior to the start of service, a cancellation charge will apply. The charge will include all nonrecoverable costs incurred by the Company up to and including the time of cancellation.

##### e. Rearrangement and/or Removal Charges

When the Company is requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred.

~~Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, or ordinance or other legal requirement. This nonrecurring charge, developed by dividing the total rearrangement and/or removed cost by the total number of subscribers affected by the ordinance, would be billed as a one-time charge via the customer's bill. All customers would have the option of paying the full cost upfront or spreading the cost over a specified agreed-to time period via monthly payments. **(DELETED)**~~

(D)

##### f. Expediting Charge

An expediting charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional cost. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

##### g. Optional Payment Plan

All customers will be informed of and may elect to pay an optional nonrecurring charge when requesting special construction of facilities utilizing (1) a type of facility other than normal, (2) a route other than that which the Company would otherwise utilize in furnishing the requested service, or (3) a service that involves extraordinary conditions or circumstances. Payment of this charge will result in a lower recurring charge for the special construction. This election must be made in writing, before special construction starts.

~~**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

ISSUED: July 17, 2006

EFFECTIVE: August 1, 2006

BY: Marshall M. Criser III, President - FL  
Miami, Florida

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.8 Emergency Service Continuity Plan (Cont'd)

#### A5.8.6 Rates

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates in that provider's interconnection agreement for the period from the abandonment date through the last date the Company provides Emergency Service Continuity. If no interconnection agreement for such rate exists, the Company will charge the rates approved by the Commission for the appropriate 2-wire loop, port and feature rates. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed.
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge the rates applicable to the services provided to the end user by the Company consistent with the Company's General Subscriber Service Tariff from the abandonment date.

### A5.9 Conversion of Overhead Telecommunications Facilities to Underground

#### A5.9.1 Explanation of Terms

- A. For purposes of this Part A5.9, the following definitions shall apply:
  - 1. Applicant – Any person or entity, including any association, municipality, county or other local government, that requests the conversion of overhead Company facilities to underground.
  - 2. Conversion - Installation of underground facilities where underground facilities will be substituted for existing overhead facilities.
  - 3. Cost Estimate – A cost estimate for conversion work prepared by the Company following receipt of the applicable cost estimate preparation charge.
  - 4. Cost Estimate Preparation Charge – The charge an applicant pays to the Company to secure a cost estimate for conversion.
  - 5. Overhead Facilities – Company aerial cable and Company poles.
  - 6. Underground Facilities – Direct buried facilities or facilities in underground conduit.

#### A5.9.2 General Regulations

- A. The special construction tariff provisions set forth in Part A5.2 of this tariff shall not apply to requests for conversion of overhead facilities or to any work for or related to conversion. The provisions set forth in this Part A5.9 shall apply to requests for conversion of overhead facilities.
- B. An applicant shall request conversion in writing and specify in detail the overhead facilities that are the subject of the requested conversion. Upon receipt of a written request, the Company will determine the feasibility of converting the overhead facilities. If the written request requires revision to determine the feasibility of conversion, the Company will so notify the applicant. If the Company determines that the requested conversion is feasible, then the Company will so notify the applicant. If the applicant wishes to secure a cost estimate for the requested conversion, the applicant will request the cost estimate in writing, and the Company will thereafter notify the applicant of the cost estimate preparation charge that the applicant must pay to the Company in advance to secure a cost estimate. If the conversion is not feasible, the Company will notify the applicant and will have no obligation to proceed with the applicant's request or with the requested conversion. The Company shall have the sole discretion to determine whether the conversion is feasible.
- C. If an applicant requests a cost estimate for conversion, a charge for the preparation of a cost estimate will apply. The applicant will pay the cost estimate preparation charge before development of the cost estimate commences. The charge includes the costs associated with the development of the cost estimate. The cost estimate preparation charge is non-refundable and is applicable whether or not the conversion work occurs. If an applicant cancels a request for a cost estimate prior to its completion, the Company will return to the applicant any portion of the previously paid cost estimate preparation charge that is in excess of costs incurred by the Company to prepare the cost estimate.
- D. If an applicant wishes to proceed with conversion, the applicant may only do so following receipt of a cost estimate and, in such case, shall notify the Company in writing of its desire to proceed with conversion. Thereafter, the applicant must execute a written agreement prepared by the Company governing such conversion work within 180 calendar days of the date of the cost estimate or, if not executed within the 180-day period, must request a new cost estimate. A cost estimate preparation charge shall again apply for a new cost estimate. The payment for the conversion work in the agreement shall be based upon the cost estimate.
- E. If an applicant requests engineering consultation work for a proposed conversion and if the applicant has not previously paid for such work via a cost estimate preparation charge or a conversion agreement, then engineering consultation charges will apply as provided in Part A5.3.1 of this tariff. In advance of the work, the applicant, at the Company's request, will sign an agreement agreeing to pay those charges.

BELLSOUTH  
~~23~~Original Page 23  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 23~~First Revised Page~~

Cancels Original Page 23

ISSUED: July 17, 2006~~ISSUED: June 30, 2006~~ISSUED: August 6, 2002

EFFECTIVE: August 1, 2006~~EFFECTIVE: July 17, 2006~~EFFECTIVE: August 21, 2002

BY: Marshall M. Criser III, President -FLBY: ~~Marshall M. Criser III, President~~ FLBY: Joseph P. Lacher, President -FL  
Miami, Florida

ISSUED: July 17, 2006~~ISSUED: June 16, 2006~~ISSUED: August 6, 2002

~~EFFECTIVE: August 1, 2006~~EFFECTIVE: July 1, 2006EFFECTIVE: August 21, 2002

BY: Marshall M. Criser III, President -FLBY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL  
Miami, Florida

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### CONTENTS

<b>A5.1</b>	<b>General</b>	1	
A5.1.1	Contents	1	
A5.1.2	Explanation of Terms	1	
<b>A5.2</b>	<b>Special Construction</b>	3	
A5.2.1	General Regulations	3	
A5.2.2	Liabilities, Charges and Payments for Special Construction	5	
A5.2.3	Deferral Of The Start Of Service	13	
A5.2.4	Construction On Public Highways or Public Rights-of-Way	14	
A5.2.5	Construction On Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company	15	
<b>A5.3</b>	<b>Additional Engineering, Additional Labor and Miscellaneous Charges</b>	16	
A5.3.1	Additional Engineering	16	
A5.3.2	Additional Labor	17	
A5.3.3	Miscellaneous Charges	18	
<b>A5.4</b>	<b>Charges for Unusual Installations</b>	18	
A5.4.1	Special Types of Installation	18	
A5.4.2	Reserved for Future Use	18	
<b>A5.5</b>	<b>Special Service Arrangements</b>	19	
A5.5.1	General Regulations	19	
A5.5.2	Reserved for Future Use	19	
<b>A5.6</b>	<b>Bulk Facility Terminations for Secretarial Service Facilities</b>	20	
<b>A5.7</b>	<b>Contract Service Arrangements</b>	20	
A5.7.1	General	20	
<b>A5.8</b>	<b>Emergency Service Continuity Plan</b>	21	(N)
A5.8.1	General	21	(N)
A5.8.2	Explanation of Terms	21	(N)
A5.8.3	Application	22	(N)
A5.8.4	Notice	22	(N)
A5.8.5	Conditions	22	(N)
A5.8.6	Rates	23	(N)
<b>A5.9</b>	<b>Conversion of Overhead Telecommunications Facilities to Underground</b>	23	(N)
A5.9.1	Explanation of Terms	23	(N)
A5.9.2	General Regulations	23	(N)



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

(T)

### **A5.1 General (Cont'd)**

#### **A5.1.2 Explanation of Terms (Cont'd)**

The term "Maximum Termination Liability Charge" denotes the maximum amount of money for which the customer is liable in the event all services or facilities ordered in a special construction case are discontinued before a specified period of time.

#### **MTL PERIOD**

The term "MTL Period" denotes the length of time the customer is liable for a termination charge in the event the specially constructed facilities are terminated. The MTL period is equal to the average account life of the telephone facilities provided. When the construction involves multiple classes of Plant with differing lives, the MTL Period is equal to the weighted average of the account lives involved in the special construction case.

#### **NET SALVAGE**

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of salvage. Cost of salvage includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

#### **NONRECOVERABLE COST**

The term "Nonrecoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has no foreseeable use should the customer terminate service.

#### **OTHER TELEPHONE COMPANY**

The term "Other Telephone Company" denotes a company engaged in the business of furnishing public switched network telephone exchange services and which is not the *BellSouth Telecommunications, Inc.*

(T)

#### **PERMANENT FACILITIES**

The term "Permanent Facilities" denotes facilities that are expected to remain in place for the normal service life of the plant.

#### **RECOVERABLE COST**

The term "Recoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

#### **SPECIAL CONSTRUCTION**

The term "Special Construction" denotes a series of tariff regulations that are designed to protect the Company from undue risk associated with specially constructed facilities and allows the Company to recover excessive investments incurred by the construction of facilities that will carry services currently offered on a general basis in a service tariff. These regulations are also designed to prevent undue subsidizations of specially constructed facilities by the general body of ratepayers.

#### **SUBSCRIBERS IN GENERAL**

The term "Subscribers in General", as used in this Tariff, is to be interpreted to include those cases where new construction is required to serve two or more customers.

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(T)

### A5.2 Special Construction (Cont'd)

#### A5.2.1 General Regulations (Cont'd)

##### B. Conditions Requiring Special Construction (Cont'd)

###### 1. (Cont'd)

- The customer requests construction be expedited resulting in added cost to the Company;
- The customer requests that temporary facilities be constructed;
- The cost to construct line extension facilities for an individual subscriber when the cost exceeds the estimated five year exchange revenue;
- The term "customer" as used in the preceding context also includes those entities/businesses which, due to the nature of their business operations, may create a requirement to terminate a concentration of network facilities at said entities' operational centers. Such facilities may be individually ordered by and billed to separate customers who are patrons of the entities and typically utilize the facilities to avail themselves of the entities' services. Examples of such entities or businesses include, but are not limited to Telephone Answering Services, Alarm Central Terminal Locations and Specialized Mobile Radio Systems and Radio Common Carriers.
- Service wire (drop wire) that exceeds one hundred and twenty-five (125) feet and or requires placement through, around, or under encumbrances and placement of transmission enhancers such as load coils, extenders, etc.

(N)

##### C. Ownership of Facilities

1. Unless otherwise specified in this Tariff, the Company retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

##### D. Interval to Provide Facilities

1. Based on available information and the type of service ordered, the Company will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.
2. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the customer will be notified. The amount of interest accrued on all prepaid items will be credited to the customer's account for any delays that could have been circumvented by the Company.

##### E. Special Construction Involving Interstate and Intrastate Facilities

1. When special construction involves facilities used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with this Tariff. Charges for the portion of the construction used to provide interstate service shall be in accordance with BellSouth's F.C.C. No. 1 Interstate Tariff.

##### F. Charges of Other Companies

1. Charges and/or Maximum Termination Liabilities for special construction of facilities provided by another company are developed by the other company and may be applied by BellSouth under this Tariff on the other company's behalf.

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(T)

### A5.2 Special Construction (Cont'd)

#### A5.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

##### F. Types of Charges (Cont'd)

##### 1. Nonrecurring Charges (Cont'd)

##### c. Termination Charge (Cont'd)

A termination charge applies when, at the customer's request, services (unless otherwise specified in the written agreement) provided on specially constructed facilities which have specified Maximum Termination Periods, are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed facilities, adjusted for tax effects, net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. Termination charges will never exceed the Maximum Termination Charge.

##### d. Cancellation Charge

If the customer cancels the order prior to the start of service, a cancellation charge will apply. The charge will include all nonrecoverable costs incurred by the Company up to and including the time of cancellation.

##### e. Rearrangement and/or Removal Charges

When the Company is requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred.

**(DELETED)**

(D)

##### f. Expediting Charge

An expediting charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional cost. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

##### g. Optional Payment Plan

All customers will be informed of and may elect to pay an optional nonrecurring charge when requesting special construction of facilities utilizing (1) a type of facility other than normal, (2) a route other than that which the Company would otherwise utilize in furnishing the requested service, or (3) a service that involves extraordinary conditions or circumstances. Payment of this charge will result in a lower recurring charge for the special construction. This election must be made in writing, before special construction starts.

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.8 Emergency Service Continuity Plan (Cont'd)

#### A5.8.6 Rates

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates in that provider's interconnection agreement for the period from the abandonment date through the last date the Company provides Emergency Service Continuity. If no interconnection agreement for such rate exists, the Company will charge the rates approved by the Commission for the appropriate 2-wire loop, port and feature rates. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed.
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge the rates applicable to the services provided to the end user by the Company consistent with the Company's General Subscriber Service Tariff from the abandonment date.

### A5.9 Conversion of Overhead Telecommunications Facilities to Underground

#### A5.9.1 Explanation of Terms

- A. For purposes of this Part A5.9, the following definitions shall apply:
  - 1. Applicant – Any person or entity, including any association, municipality, county or other local government, that requests the conversion of overhead Company facilities to underground.
  - 2. Conversion – Installation of underground facilities where underground facilities will be substituted for existing overhead facilities.
  - 3. Cost Estimate – A cost estimate for conversion work prepared by the Company following receipt of the applicable cost estimate preparation charge.
  - 4. Cost Estimate Preparation Charge – The charge an applicant pays to the Company to secure a cost estimate for conversion.
  - 5. Overhead Facilities – Company aerial cable and Company poles.
  - 6. Underground Facilities – Direct buried facilities or facilities in underground conduit.

#### A5.9.2 General Regulations

- A. The special construction tariff provisions set forth in Part A5.2 of this tariff shall not apply to requests for conversion of overhead facilities or to any work for or related to conversion. The provisions set forth in this Part A5.9 shall apply to requests for conversion of overhead facilities.
- B. An applicant shall request conversion in writing and specify in detail the overhead facilities that are the subject of the requested conversion. Upon receipt of a written request, the Company will determine the feasibility of converting the overhead facilities. If the written request requires revision to determine the feasibility of conversion, the Company will so notify the applicant. If the Company determines that the requested conversion is feasible, then the Company will so notify the applicant. If the applicant wishes to secure a cost estimate for the requested conversion, the applicant will request the cost estimate in writing, and the Company will thereafter notify the applicant of the cost estimate preparation charge that the applicant must pay to the Company in advance to secure a cost estimate. If the conversion is not feasible, the Company will notify the applicant and will have no obligation to proceed with the applicant's request or with the requested conversion. The Company shall have the sole discretion to determine whether the conversion is feasible.
- C. If an applicant requests a cost estimate for conversion, a charge for the preparation of a cost estimate will apply. The applicant will pay the cost estimate preparation charge before development of the cost estimate commences. The charge includes the costs associated with the development of the cost estimate. The cost estimate preparation charge is non-refundable and is applicable whether or not the conversion work occurs. If an applicant cancels a request for a cost estimate prior to its completion, the Company will return to the applicant any portion of the previously paid cost estimate preparation charge that is in excess of costs incurred by the Company to prepare the cost estimate.
- D. If an applicant wishes to proceed with conversion, the applicant may only do so following receipt of a cost estimate and, in such case, shall notify the Company in writing of its desire to proceed with conversion. Thereafter, the applicant must execute a written agreement prepared by the Company governing such conversion work within 180 calendar days of the date of the cost estimate or, if not executed within the 180-day period, must request a new cost estimate. A cost estimate preparation charge shall again apply for a new cost estimate. The payment for the conversion work in the agreement shall be based upon the cost estimate.
- E. If an applicant requests engineering consultation work for a proposed conversion and if the applicant has not previously paid for such work via a cost estimate preparation charge or a conversion agreement, then engineering consultation charges will apply as provided in Part A5.3.1 of this tariff. In advance of the work, the applicant, at the Company's request, will sign an agreement agreeing to pay those charges.

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### CONTENTS

<b>A5.1</b>	<b>General</b>	1	
A5.1.1	Contents	1	
A5.1.2	Explanation of Terms	1	
<b>A5.2</b>	<b>Special Construction</b>	3	
A5.2.1	General Regulations	3	
A5.2.2	Liabilities, Charges and Payments for Special Construction	5	
A5.2.3	Deferral Of The Start Of Service	13	
A5.2.4	Construction On Public Highways or Public Rights-of-Way	14	
A5.2.5	Construction On Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company	15	
<b>A5.3</b>	<b>Additional Engineering, Additional Labor and Miscellaneous Charges</b>	16	
A5.3.1	Additional Engineering	16	
A5.3.2	Additional Labor	17	
A5.3.3	Miscellaneous Charges	18	
<b>A5.4</b>	<b>Charges for Unusual Installations</b>	18	
A5.4.1	Special Types of Installation	18	
A5.4.2	Reserved for Future Use	18	
<b>A5.5</b>	<b>Special Service Arrangements</b>	19	
A5.5.1	General Regulations	19	
A5.5.2	Reserved for Future Use	19	
<b>A5.6</b>	<b>Bulk Facility Terminations for Secretarial Service Facilities</b>	20	
<b>A5.7</b>	<b>Contract Service Arrangements</b>	20	
A5.7.1	General	20	
<b>A5.8</b>	<b>Emergency Service Continuity Plan</b>	21	
A5.8.1	General	21	
A5.8.2	Explanation of Terms	21	
A5.8.3	Application	22	
A5.8.4	Notice	22	
A5.8.5	Conditions	22	
A5.8.6	Rates	23	
<b>A5.9</b>	<b>Conversion of Overhead Telecommunications Facilities to Underground</b>	23	(N)
A5.9.1	Explanation of Terms	23	(N)
A5.9.2	General Regulations	23	(N)