

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date: September 30, 1997

Docket No. 97-1267-TX

1. Division Name/Staff Name: Communications/J. Williams
2. OPR: J. Williams
3. OCR: \_\_\_\_\_

4. Suggested Docket Title: Request for approval of transfer of Alternative Local Exchange Company Certificate No. 4390 from SPRINT METROPOLITAN NETWORKS, INC. (TX013) to SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP (TX045) and cancellation of Alternative Local Exchange Company Certificate No. 4390.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:

- Documentation is attached.
- Documentation will be provided with the recommendation.

DOCUMENT NUMBER-DATE  
10076 OCT-15  
PSC RAR 10 RECOMMENDING



Jerry M. Johns

Southern Operations

RECEIVED

September 30, 1997

SEP 30 1997

CMU

Mr. Tommy Williams  
Division of Communications  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

Re: Transfer of Certificate No. 4390 Held by Sprint Metropolitan Networks, Inc., to Sprint Communications Company L.P.

Dear Mr. Williams:

Sprint Metropolitan Networks, Incorporated ("SMNI") requests that the Florida Public Service Commission approve the transfer of Alternative Local Exchange Company ("ALEC") Certificate No. 4390 to Sprint Communications Company L.P. ("Sprint"). Sprint currently holds ALEC Certificate No. 4732. SMNI and Sprint intend to consolidate Sprint Corporation's provision of ALEC operations in Florida and to operate under the Sprint name. Immediately following the effective date of the transfer and Sprint's assumption of SMNI's operations, Certificate No. 4390 may be canceled. Continuing service to SMNI's customers will be provided under Sprint's Certificate No. 4732.

Management has determined that these affiliated ALEC operations can be more effectively and efficiently carried out under one name and by a consolidated organization. Such consolidation will result in a more effective competitive provision of ALEC services which will thereby serve the public interest. Furthermore, provision of ALEC service by affiliates under one name will assist the Commission in gauging the true number of competitive providers of ALEC service.

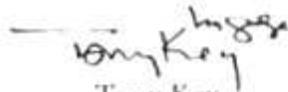
Sprint commits that all obligations of SMNI to its customers will continue to be honored. Sprint will maintain one price list with the commission for the merged entity. None of the prices charged to current SMNI customers will be changed because of the transfer.

SMNI and Sprint understand that pursuant to Rule 25-25.815 (5), F.A.C., this letter notification becomes effective upon filing. Should you have any question, please do not hesitate to contact Charles Rehwinkel at (850) 847-0244.

Respectfully submitted,



Jerry M. Johns  
On behalf of Sprint Metropolitan  
Networks, Inc.



Tony Key  
On behalf of Sprint Communications  
Company L.P.



VIA AIRBORNE EXPRESS  
September 26, 1997

New World Television  
1111 Broadway  
New York, New York 10018

Mr. Walter D'Haeseleer, Director  
FLORIDA PUBLIC SERVICE COMMISSION  
Division of Communications  
2540 Shumard Oak Blvd., Gunter Bldg., Suite 270  
Tallahassee, FL 32399-0899

RE: Transfer of Alternative Local Exchange Company ("ALEC") Certificate  
No. 4390 Held by Sprint Metropolitan Networks, Inc., to Sprint  
Communications Company L.P., Certificate No. 4732

Dear Mr. D'Haeseleer:

Enclosed for filing is an original and two (2) copies of Sprint Communications Company,  
L.P. Florida Price List.

The purpose of this filing is the transfer of Alternative Local Exchange Company ("ALEC")  
Certificate No. 4390 held by Sprint Metropolitan Networks, Inc., to Sprint Communications  
Company L.P., Certificate No. 4732 as referenced in the letter to Tommy Williams, Division  
of Communications, Florida Public Service Commission.

As indicated in Sprint's letter to Tommy Williams, none of the prices in the price list have  
been changed.

Acknowledgment and date of receipt of this letter of transmittal as well as a date stamped  
copy of the tariff pages is requested. A duplicate letter and stamped pre-addressed  
envelope are attached for this purpose.

If you should have any questions, please call me at (800) 829-2645 or 913-624-6822.

Sincerely,

*Edna H. Dorrell*  
Edna H. Dorrell  
State Tariff Analyst  
External Affairs

Enclosures

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TITLE PAGE  
FLORIDA PRICE LIST  
OF  
**Sprint Communications Company L.P.**

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Sprint Communications Company L.P., "Sprint", with principal offices at 7301 College Boulevard, Overland Park, Kansas. This Price List applies to services provided within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued:  
9-26-97

Richard Warner, General Manager  
151 Southhall Lane, Suite 400-B  
Maitland, Florida 32751

Effective:  
9-30-97

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CHECK SHEET

The sheets of this Price List, as listed below, 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 at the bottom of this page

Sheet No	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
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25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below

D - Delete or Discontinue

I - Change Resulting in an Increase to a Customer's Bill

M - Moved from another Price List Location

N - New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation, but no Change in Rate or Charge

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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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the FPSC 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 are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1(a).
  - 2.1.1.A.1(a)1.
  - 2.1.1.A.1(a)1(i).
  - 2.1.1.A.1(a)1(i)1.
- D. Check Sheets - When a Price List filing is made with the FPSC, 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. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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EXCHANGE SERVICE LIST

Sprint Communications Company L.P. offers service in the following Florida exchanges

Orlando LATA Exchanges

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line**

A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

**Company**

Sprint Communications Company L.P. ("SPRINT")

**Customer**

The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff

**Day**

From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday

**Evening**

From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday

**Holidays**

The Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day

**Night/Weekend**

From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday

**PBX**

A private branch exchange, a service providing equipment and facilities for connecting central office trunks and tie lines to stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus

**Trunk**

An Access Line which connects to a Private Branch Exchange or a hybrid system

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Sprint Communications Company L.P. and Quality of Service Standards**

SPRINT offers local telecommunications services described herein and related enhanced services in a manner that equals or exceeds accepted industry performance standards for network quality, planning, maintenance, and testing unless the Customer and the Company mutually agree otherwise. Performance standards specified in individual contractual exhibits shall govern the services provided.

**2.2 Applicability of the Florida Price List**

This Price List and the rules and regulations contained herein are applicable to telecommunications services provided by Sprint Communications Company L.P. within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Protection of Proprietary Information

The Company and the Customer shall protect the proprietary information of one another under the following terms:

Proprietary information includes, but is not limited to, specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation of the Company or the Customer that is furnished or available or otherwise disclosed to the other party in the course of providing services of the Company to the Customer

2.3.1 Proprietary information shall be returned to the disclosing party upon request. Unless proprietary information was previously known to the receiving party free of any obligation to keep it confidential or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed to in writing not be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors and agents, (b) shall be disclosed only to those employees, contractors, agents, or affiliates who have a need for it in connection with this the provision of the Company's service to the Customer and shall be used only for such purposes, and (c) may be used for other purposes only upon such terms and conditions as may be agreed upon in writing by the Customer and SPRINT. If information marked proprietary and given to the receiving party was previously known to the receiving party and if the receiving party had no obligation to keep such information confidential, the receiving party shall immediately notify the disclosing party of such prior knowledge. Neither the Company nor the Customer shall disclose, disseminate or release any proprietary information to any one who is not an employee, contractor, agent or affiliate having a need for it in connection with the provision of service by the Company to the Customer. The receiving party shall require any person not its employee or affiliate to whom it discloses proprietary information to sign

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Protection of Proprietary Information, (cont'd.)

2.3.1 (cont'd.)

an agreement to protect that proprietary information to the same extent the receiving party is obliged to protect that information under this section prior to disclosing any proprietary information

2.3.2 Neither the Customer nor the Company shall be held liable for any errors or omissions in any proprietary information or for any loss or damage arising out of the other party's use of any such proprietary information

2.3.3 The Company and the Customer shall give notice to the other party of any demands to disclose or provide proprietary information under lawful process prior to disclosing or furnishing such proprietary information and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide information of the other party requested by a government agency having jurisdiction over the party, provided that the party makes all reasonable efforts to obtain protective arrangements satisfactory to the party owning the proprietary information, and provided that the party owning the proprietary information may not unreasonably withhold approval of protective arrangements

2.3.4 Unless otherwise authorized by the disclosing party, no rights whatsoever are granted, by license or otherwise, with respect to proprietary information except as needed for the purposes implementation of services contemplated in this Price List.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**

**2.3 Protection of Proprietary Information, (cont'd.)**

2.3.5 In the event that the Customer or the Company disseminates or releases any proprietary information received from the other party in violation of this section, the other party may refuse to provide any further proprietary information and may demand prompt return of all proprietary information previously provided. Such refusal to provide any further proprietary information shall not constitute violation of this Price List.

2.3.6 Interconnection standards that either the Customer or the Company has a legal obligation to provide shall not be considered proprietary.

2.3.7 Obligations concerning protection of proprietary information as described in this section exceed the term of service under this Price List for one (1) year.

**2.4 Restoration of Service**

Restoration of service resulting from service outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be provided as follows. Restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities and those affecting public safety, health and welfare as those elements and services are identified by the appropriate government agencies. All other service shall be restored as expeditiously as practical.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

**2.5 Liability for Outage**

The liability of SPRINT in connection with service provided to the Customer shall be limited to a credit for outage time unless the outage is the result of gross negligence or willful misconduct by SPRINT, their employees, agents, or contractors. Such credit shall be limited to an amount equal to that portion of the charges due to the Company and attributable to the interrupted service provided by SPRINT for the duration of the outage and shall be based on a proportionate reduction of such charges. Any claim or demand for credit as a result of any such outage shall be waived unless presented in writing within one (1) year after the date of the outage.

**2.6 Ownership**

The provision of service to the Customer and payment by the Customer to the Company does not create any easement, ownership, or property rights of any nature in any facilities used to provide service.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.7 Liability of the Company

- 2.7.1 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company
- 2.7.2 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against
- (i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment, and
  - (ii) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer, and
  - (iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company

The Customer shall notify the Company promptly, in writing, of any claims, lawsuits or demands for which the Company is responsible and shall cooperate in every reasonable way to facilitate defense or settlement of claims.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.7 Liability of the Company, (cont'd.)

2.7.3 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent

2.7.4 The Company shall not be liable for any delay or failure in performance of any part of the service agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, lightning, other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, destruction of or damages to facilities (i.e., cable cuts), or acts or omissions of transportation common carriers

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.8 Billing and Payment Regulations

2.8.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Sprint Communications Company L.P. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.8.2 Billing

Unless otherwise contractually specified, bills or statements will be rendered monthly for all services and facilities provided. Bills shall be paid within thirty (30) calendar days of the date printed on the bill. SPRINT will issue bills in sufficient time for the Customer to have at least twenty (20) days from the date the bill is received until the payment date to allow adequate time for processing. Unpaid bills or partial bills are subject to late payment fees of 1.5% per month on the 21st day after the bill rendering date. Late payment fees will be assessed on the succeeding bill for the related services or facilities.

Service is subject to discontinuance if the Customer fails to pay any amount due within thirty (30) days of the due date. SPRINT reserves the right to discontinue the provision of service to the Customer after providing written notice by Certified US Mail to the person designated as the Customer's contact.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**

**2.8 Billing and Payment Regulations, (cont'd.)**

**2.8.3 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.9 Deposits

- 2.9.1 Prior to, or at any time after the provision of a service to the Customer, SPRINT may require the Customer to make a deposit to be held as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two (2) month period plus the amount of any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the Customer from complying with requirements as to payment of bills.
- 2.9.2 When the Customer has been provided notice that a deposit is required prior to the provisioning of a service or facility, such deposit amount shall be paid in full prior to Sprint's activation of the service or facility. In the event where a service or facility is currently operational and SPRINT determines a deposit is required, SPRINT will provide notice to the Customer of such a deposit request, identifying the amount of deposit being requested and the reason for such action by SPRINT. In this instance, Sprint's request for a deposit will be based solely on the Customer's record of performance relative to the applicable service provided by SPRINT. The Customer will be required to remit the deposit in full within thirty (30) calendar days of Sprint's deposit request and shall be subject to all other requirements and actions regarding payments to SPRINT.
- 2.9.3 When the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded. The Customer will receive interest in accordance with applicable Florida law.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

**2.10 Advance Payments**

In addition to or in lieu of a deposit, SPRINT may require an advance payment equivalent to nonrecurring charges plus one (1) month's service. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment may be required for each subsequent month.

**2.11 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

**2.12 Minimum Service Period**

Unless otherwise specified in the service agreement between the Customer and the Company, the minimum period of service for which payment is due is thirty days.

**2.13 Assignment**

Service is provided by the Company for the sole use of the Customer and its authorized users. The Customer may not assign or transfer, in whole or in part, its obligations or rights in the service of the Company without the prior written consent of the Company. If any affiliate of the Customer succeeds to that portion of the business that is responsible for or entitled to any rights, obligations, duties or other interests in the Company's service, such affiliate succeeds to the rights, obligations, duties and interests of the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.15 Cancellation by Customer**

Unless otherwise specified elsewhere in this Price List or by mutually accepted contract between the Customer and the Company, service may be canceled by the Customer on not less than 30 days prior written notice to the Company.

**2.16 Limitations of Service**

**2.16.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.

**2.16.2** SPRINT reserves the right to discontinue furnishing service, upon written 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 law.

**2.16.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.16.4** SPRINT reserves the right to discontinue the offering of service, with notice, or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

**2.17 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Sprint's Florida intrastate service must have an appropriate Certificate of Public Convenience and Necessity from the Florida Public Service Commission.

**2.18 Applicable Law**

This Price List shall be subject to and construed in accordance with Florida law.

**2.19 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

**2.20 Termination Charges**

**2.20.1** In the event the Customer cancels, repudiates or otherwise voids the service agreement prior to the time service is established, the Customer shall pay all costs and expenses incurred by SPRINT in connection with implementation of the service. Such charges shall not exceed the nonrecurring charges applicable to the service, plus any special construction costs.

**2.20.2** If any portion of the Customer's service is disconnected for any reason prior to the end of the service period, the Customer shall pay a termination liability charge equal to 100% of the payments remaining the service period within thirty (30) days of the disconnection.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.21 Application of Business Rates

The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users. Business rates as described in Sections 3 and 4 apply to service furnished.

1. In office buildings, stores, factories and all other places of a business nature,
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided, colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location,
3. At any location when the listing or public advertising indicates a business or a profession,
4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls,
5. At any location where the Customer resells or shares exchange service,

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

**2.22 Application of Residential Rates**

Residential rates as described in Sections 3 and 4 apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment, and joint users.

**2.23 Telephone Number Changes**

When a residential Customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a Customer for local service.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 Access Line Service

Access Line Service consists of a circuit between the station protector or the telephone network interface device and the telephone company serving central office. The rates specified herein entitle the Customer to an unlimited number of messages to all subscribers bearing the destination of central offices within the serving exchange and additional exchanges within the defined local calling area. An individual Access Line may be used to connect a single line instrument or network-compatible station device (such as a facsimile machine or modem) to the Company's central office for the purpose of voice or data communication. Customers with multiple Access Lines may arrange those lines for circular or terminal hunting at no additional charge. A nonrecurring Service Connection charge applies to each new Access Line installation and Monthly Recurring charge applies per Access Line.

Business and residential service Access Lines are available at rates specified below.

3.1.1 Service Connection Charge

	Nonrecurring
Business	\$50.00
Residential	\$30.00

3.1.2 Monthly Recurring Charge

	Monthly
Business	\$24.00
Residential	\$24.00

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**SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES**

**4.1 Trunk Service**

Trunk Service consists of a circuit between the station protector or the telephone network interface device and the telephone company serving central office. A trunk may be used to connect a Customer-provided PBX system, or similar concentrator device, with the Company's central office for the purpose of voice or data communications. Customers with multiple trunks may arrange those trunks for circular or terminal hunting at no additional charge.

A nonrecurring Service Connection charge applies to each new trunk installation and a monthly recurring charge applies per trunk.

**4.1.1 Service Connection Charge** \$50.00

**4.1.2 Monthly Recurring Charge** \$38.00

**4.1.3 Direct Inward Dialing**

PBX trunks may be arranged for direct inward dialing (DID). DID service allows callers to reach the called party without going through a PBX attendant. A nonrecurring charge applies to the reserved group of network numbers and a monthly recurring charge applies per assigned number.

All DID offerings will be configured and priced on an individual case basis.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES

4.2 Centrex Service

Centrex Service is a service by which a Customer may obtain PBX features, including intra-office communications, attendant console, three way calling, call waiting and other functions using the Company's central office switch to deliver the functions rather than premises-based equipment.

All Centrex offering will be configured and priced on an individual case basis

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features

Customers of the Company's Access Line, Trunk Service, or Centrex arrangements may obtain central office based functions, which are auxiliary to call processing. The availability of these features is dependent upon the central office, which serves the Customer's location.

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

4.3.1 Description of Custom Calling Features

(A) Three Way Calling

The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group.

(B) Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features, (cont'd.)

4.3.1 Custom Calling Features, (cont'd.)

(B) Call Forwarding, (cont'd.)

Call Forwarding - Busy automatically reroutes an incoming call to a Customer predesignated number when the called number is busy

Call Forwarding - Don't Answer automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company

Call Forwarding - Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

(C) Call Hold

The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features, (cont'd.)

4.3.1 Custom Calling Features, (cont'd.)

(D) Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

(E) Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring.

(F) Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.



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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features, (cont'd.)

4.3.2 CLASS Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability, features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

(A) Caller ID

The Caller ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

(B) Automatic Redial

The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features, (cont'd.)

4.3.2 CLASS Features, (cont'd.)

(B) Automatic Redial, (cont'd.)

The following types of calls cannot be Automatically Redialed

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

(C) Automatic Callback

The Automatic Callback feature allows Customers, having reached a busy number, to dial a code before hanging up. Automatic Callback feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

(D) Automatic Recall

Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.3 Custom Calling and CLASS Features, (cont'd.)

4.3.2 CLASS Features, (cont'd.)

(E) Customer Originated Trace

Customer Originated Trace allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company, the Customer can use this application to combat nuisance calls.

4.2.3 Rates and Charges

Custom Calling and CLASS features are available to Customers of basic Access Line, Trunk and Centrex service lines at prices to be determined on an individual case basis.

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.4 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

Local Operator Assistance, per call

Station to Station	\$0.75 w/credit card \$1.00 w/o credit card
Person to Person	\$2.50

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SECTION 4 - NON-BASIC SERVICE DESCRIPTION AND RATES, (Cont'd.)

4.5 Private Line Service

Private Line Service provides a dedicated connection between two or more Customer locations or between one or more Customer locations and a Company location. Private Line Service is available for Customer use twenty-four hours per day, seven days a week. Service may be arranged for one-way or two-way voice or data communications, with two-wire or four-wire connections. The Company's engineering of the service depends on the capacity specified by the Customer. Service is available at the following levels:

DS0 - 1 voice-grade equivalent channel  
(64 Kbps - analog or 56 Kbps digital service)

DS1 - 24 voice-grade equivalent channels (digital)

DS3 - 672 voice-grade equivalent channels (digital)

Rates for Private Line Service are developed on an individual case basis.

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**SECTION 5 - SPECIAL ARRANGEMENTS**

**5.1 Special Construction**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price List, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges,
- b) recurring charges,
- c) termination liabilities, or
- d) combinations of (a), (b), and (c)

**5.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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