

LAW OFFICES  
ROSE, SUNDBSTROM & BENTLEY, LLP

ORIGINAL

2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

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(850) 877-6588 JAN 18 PM 3:41

RECORDS AND REPORTING

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TELECOPIER (850) 656-4029

- CHRIS H. BENTLEY, P.A.
- F. MARSHALL DETERDING
- CAROL L. DUTRA
- MARTIN S. FRIEDMAN, P.A.
- JOHN R. JENKINS, P.A.
- STEVEN T. MINDLIN, P.A.
- DAREN L. SHIPPY
- WILLIAM E. SUNDBSTROM, P.A.
- DIANE D. TREMOR, P.A.
- JOHN L. WHARTON

January 18, 2000

VIA HAND DELIVERY

ROBERT M. C. ROSE  
OF COUNSEL

Ms. Blanca S. Bayo, Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: North Fort Myers Utilities, Inc.;  
Wastewater Agreement with Southwind MHC  
Our File No. 16319.29

000000 - PU

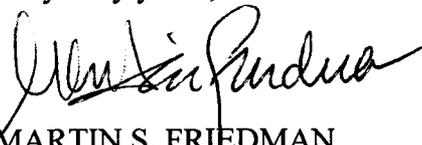
Dear Ms. Bayo:

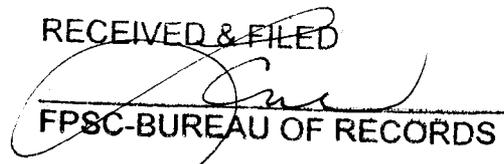
Pursuant to Commission Rule 25-30.550, Florida Administrative Code, enclosed is a copy of a Wastewater Agreement entered into between North Fort Myers Utilities, Inc. and Gadsden Management, Inc. for wastewater service to Southwind MHC. North Fort Myers Utility Inc.'s wastewater treatment plant has a permitted capacity of 2.0 mgd. The current treatment plant connected load is approximately 1.1 million gallons a day and this Wastewater Agreement is for 12,100 gallons a day. There is sufficient capacity in NFMU's existing plant to provide wastewater service pursuant to this Wastewater Agreement. This Wastewater Agreement will have no noticeable impact on the Utility's rates due to the amount of demand being placed on the NFMU wastewater system, and resultant revenues.

In accordance with the aforementioned Rule, we will deem this Agreement approved if we do not receive notice from the Commission of its intent to disapprove within thirty days. Should you have any questions regarding this Agreement, please do not hesitate to contact me.

- NFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- RRR \_\_\_\_\_ MSF/brm
- SEC \_\_\_\_\_ Enclosure
- WAW \_\_\_\_\_
- OTH \_\_\_\_\_

Very truly yours,

  
MARTIN S. FRIEDMAN  
For the Firm

RECEIVED & FILED  
  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
00695 JAN 18 8  
FPSC-RECORDS/REPORTING

Southwind Mobile Home Community  
NAME OF PROJECT

WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of December, 1998, by and between GADSDEN MANAGEMENT, INC., a Florida corporation, hereinafter referred to as "Owner," and NORTH FORT MYERS UTILITY, INC., a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Owner owns or controls a wastewater system serving lands located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and the Property has been developed as Southwind Mobile Home Community, which is a mobile home community consisting of a total of ~~53~~ mobile home lots and ~~18~~ RV sites.

<sup>50</sup> WHEREAS, <sup>AM</sup> Owner desires that the Service Company provide wastewater collection, treatment and disposal service for Owner's Property herein described; and <sup>21</sup>

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, central wastewater services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate wastewater treatment, collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct and incorporated herein.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)"  
- The sum of money and/or the value of property represented by the cost of the wastewater collection systems including lift stations and treatment plants constructed or to be constructed by an Owner, which Owner transfers, or agrees to transfer, to Service

DOCUMENT NUMBER-DATE

00695 JAN 18 8

FPSC-RECORDS/REPORTING

\* Company at no cost to Service Company to provide utility service to specified property.

- (b) Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 275 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 275 gpd. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Service Availability Policy.
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the lines of the Owner which shall be at the inflow side of the on-site lift station.
- (d) "Property" - The area or parcel of land described in Exhibit "A."
- (e) "Service" - The readiness and ability on the part of Service Company to furnish and maintain wastewater service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Connection Charges. Owner hereby agrees to pay to Service Company the following connection charges:

Contributions In Aid Of Construction:  
System Capacity Charges - The contribution of a portion of the cost of construction of treatment plants, and collection and disposal systems, described in Exhibit "B."

3.1 Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Owner making payment of same. Service Company shall not be obligated to refund to Owner any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

3.2 Neither Owner nor any person or other entity holding any of the Property by, through or under Owner, or otherwise, shall have any present or future right, title, claim or interest

in and to the connection charges paid or to any of the wastewater facilities and properties of Service Company, and all prohibitions applicable to Owner with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

3.3 Owner shall not be entitled to offset any bill or bills rendered by Service Company for wastewater service against the connection charges paid. Owner shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.0 On-Site Installations. On-site installations shall include all wastewater collection lines, facilities and equipment, located within the boundaries of the Property, and constructed for the purpose of providing service to the existing and proposed dwelling units on the Property.

4.1 Owner has constructed, at its cost, all on-site wastewater installations necessary to provide wastewater service to the Property. Owner shall construct a force main from its lift station to connect to Service Company's gravity main to be constructed adjacent to River Road, and shall upgrade the existing on-site lift station. Owner shall transfer the lift station and force main to Service Company by bill of sale at no cost, after which time Service Company shall maintain the lift station and force main at its own cost and expense. Owner shall also provide Service Company with easements necessary for access, repair and maintenance of the on-site lift station and force main, which easement shall be in a form satisfactory to Service Company. In the absence of a bill of sale and/or easements, this Agreement shall operate as a conveyance of the lift-station and force main, and grant of the easements upon Service Company assuming responsibility for the operation and maintenance of the lift station and force main. Owner, at its own expense, shall maintain the on-site collection system so that infiltration is within limits acceptable within the wastewater industry.

5.0 Off-Site Installations. Service Company hereby agrees to pay for the construction of the off-site wastewater collection system. The term "off-site wastewater collection system" means and includes all wastewater collection lines, facilities and equipment, including pumping stations, located outside the boundaries of Owner's Property and adjacent to River Road. The Service Company shall be responsible for operation and maintenance of any off-site installations.

6.0 Agreement to Serve. Upon the completion of construction of the off-site wastewater collection system and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will connect or oversee the connection of the on-site wastewater

collection system to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides wastewater service to the Property and Owner or others have connected to its system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, wastewater service to the Point of Connection in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Owner shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

7.2 No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the resident of the Property making such delivery shall be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8.0 Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing wastewater services to the Property during the period of time Service Company, its successors and assigns, provide wastewater services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide wastewater services to the Property and to the occupants of such residence, building or unit constructed

thereon. Service Company represents and warrants that it is duly licensed to provide wastewater service to Owner and that it will take all necessary steps in order to keep in good standing all permits necessary to carry out this Agreement.

9.0 Rates. Service Company agrees that the rates to be charged to Owner shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. [REDACTED] located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

9.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering wastewater services to the Property. However, all such rules and regulations so established by Service Company shall at all times be subject to such regulations as may be provided by law.

9.2 Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Owner; upon any person or other entity holding by, through or under Owner; and upon any user or consumer of the wastewater service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Owner, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer of this Agreement by Owner shall be approved in writing by Service Company, which approval shall not be unreasonably withheld.

11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Owner, shall be mailed or delivered to Owner at:

Gadsden Management, Inc.  
119 Southwest 54th Street  
Cape Coral, Florida 33914  
Att: Carol C. Gadsden & J. Scott Gadsden

and if to the Service Company, at:

North Fort Myers Utility, Inc.  
Post Office Box 2547  
Ft. Myers, Florida 33902  
Att: A. A. Reeves, III

with a copy to:

Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities.

13.0 Costs and Attorney's Fees. In the event the Service Company or Owner is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance, so long as said Party uses its best efforts to perform in the event of said disaster.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which the party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's wastewater system.

#### MISCELLANEOUS PROVISIONS

16.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

17.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

18.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

19.0 The submission of this Wastewater Agreement for examination by Owner does not constitute an offer but becomes effective only upon execution thereof by Service Company.

20.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

21.0 Because of inducements offered by Owner to Service Company, Service Company has agreed to provide wastewater services to Owner's Property. Owner understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Owner to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Owner's Property. Such approval shall not be unreasonably withheld. Moreover, Owner agrees that this contract is a superior instrument to any other documents, representations, and promises made by and

between Owner and third parties, both public and private, as regards the provisions of wastewater service to Owner's Property.

22.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

23.0 This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. This Agreement shall survive the sale of Service Company to any party.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

NORTH FORT MYERS UTILITY, INC.

Donna Farishian  
Print Name DONNA FARISHIAN

By A.A. Reeves, III  
A.A. Reeves, III  
Its Vice President

JoAnn Bohey  
Print Name JOANN BOHEY

GADSDEN MANAGEMENT, INC.

Carla C. Kraushaar  
Print Name CARLA JO KRAUSHAAR

By Carol C. Gadsden  
Carol C. Gadsden  
Its: \_\_\_\_\_

Morrisol Lopez  
Print Name MORISOL LOPEZ

Carla C. Kraushaar  
Print Name CARLA JO KRAUSHAAR

By J. Scott Gadsden  
J. Scott Gadsden  
Its: \_\_\_\_\_

Morrisol Lopez  
Print Name MORISOL LOPEZ

STATE OF FLORIDA )  
COUNTY OF LEE )

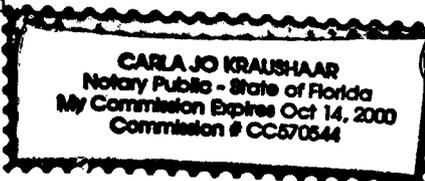
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1998, by A.A. Reeves, III, as Vice President of North Fort Myers Utility, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



Kathleen R. Shields  
Notary Public  
State of Florida at Large  
My Commission Expires:

STATE OF Florida )  
COUNTY OF Highlands )

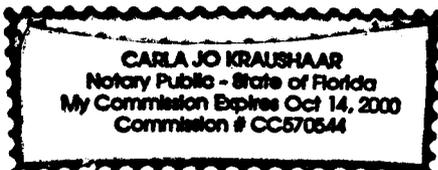
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1998, by Carol C. Gadsden, as \_\_\_\_\_, on behalf of Gadsden Management, Inc. d/b/a Southwind Mobile Home Community. She is personally known to me or has produced \_\_\_\_\_ as identification.



Carla Jo Kraushaar  
Notary Public  
My Commission Expires:

STATE OF Florida )  
COUNTY OF Highlands )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1998, by J. Scott Gadsden, as \_\_\_\_\_, on behalf of Gadsden Management, Inc. d/b/a Southwind Mobile Home Community. He is personally known to me or has produced \_\_\_\_\_ as identification.



Carla Jo Kraushaar  
Notary Public  
My Commission Expires:

This Instrument Prepared By: Martin S. Friedman, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

agrmt\devag\southwind  
3/26/98

1500  
50

The Instrument Prepared by:

Mark F. Dobb  
Law Office of Mark F. Dobb  
5430 South Florida Avenue  
Room C-33  
Fort Office Box 6625  
Lakeland, Florida 33807-6625

4247581

012871 283029

GRANTOR:

CAROL C. GADSDEN  
14 Sandy Points, Lakeside Village  
Lake Placid, Florida 33852

75  
1997 FEB 28

Property Appraiser's Parcel Identification  
Number: 02-44-24-00-00042.0000

THIS QUIT-CLAIM DEED, Executed this 28th day of February, 1997, by CAROL C. GADSDEN, First Party, to THE GADSDEN FAMILY LIMITED PARTNERSHIP, whose post office address is 14 Sandy Points, Lakeside Village, Lake Placid, Florida 33852, Second Party.

WITNESSETH, That the said first party, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, to-wit:

A tract or parcel of land lying in the Southeast quarter (SE1/4) of the Southwest quarter (SW1/4) of Section 2, Township 44 South, Range 24 East, which tract or parcel of land is described as follows:

Beginning at a point on the East line of said Southeast quarter (SE1/4) of the Southwest quarter (SW1/4) 398 feet North along said line from the Southeast corner of the Southwest quarter (SW1/4) of said Section 2, run S 89°36'20" W, parallel with and 398 feet North of the South line of said Section 2 for 230 feet to a concrete monument; thence run S 0°24'40" E Parallel with the East line of said Southwest quarter (SW1/4) for 200 feet to a concrete monument; thence run S 89°36'20" W along a line 198 feet North of and parallel with said South line of Section 2 for 429.84 feet to a concrete monument on the West line of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of the Southwest quarter (SW1/4) of said Section; thence run N 0°20'20" W along said West line for 475.69 feet to a concrete monument at the Northwest corner of said Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of the Southwest quarter (SW1/4); thence run S 89°18'10" W along the South line of the North half (N1/2) of the Southeast quarter (SE1/4) of

EXHIBIT "A"

082871 PG3030

the Southwest quarter (SW1/4) of said Section for 659.26 feet to a concrete post at the Southwest corner of said fraction of a section; thence run N 0°16'00" W along the West line of said fraction of a section for 185.2 feet to a concrete post 4 feet north of the centerline of a drainage ditch; thence run 4 feet north of and parallel with the center line of said drainage ditch S 87°56'20" E for 861.03 feet to a concrete post, S 86°25'50" E for 214.03 feet to concrete post S 81°39'00" for 72.79 feet to a concrete post and S 76°41'50" E for 139.19 feet to a concrete monument on the westerly right-of-way line of a county road known as River Road; thence continue S 76°41'50" E for 38.23 feet to a point on the East line of said Southwest quarter (SW1/4); thence run S 00°24'40" E along said East line for 350.65 feet to the point of beginning; SUBJECT to right-of-way of said River Road over and across that part of the described lands lying within 35 feet of said East line of the Southwest quarter (SW1/4); ALSO SUBJECT to the rights and privileges for the use of a well on the described lands as set forth in Deed recorded in Deed Book 181 at Pages 251 and 252, of the Public Records of Lee County, containing 10.35 acres, exclusive of said right-of-way of River Road. Together with all water rights and privileges for the use of a well from parties of the first part to parties of the second part on described lands, as set forth in Deed recorded in Deed Book 193 at Page 406, Public Records of Lee County, Florida.

The above described property does not constitute the homestead of the Grantor

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party forever.

IN WITNESS WHEREOF, The said First Party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

A. William Bailey, III  
Witness Signature  
(as to Grantors)

A. William Bailey, III  
Printed Name

Carol C. Gadsden L.S.  
CAROL C. GADSDEN  
14 Sandy Pointe, Lakeside Village  
Lake Placid, Florida 33852

EXHIBIT 'A'

CHARLIE GREEN LEE CITY, FL

97 SEP 29 PM 12:02

Rosalie Richardson  
Witness Signature  
(as to Grantors)

Rosalie Richardson  
Printed Name

02671 23308

STATE OF FLORIDA

COUNTY OF POLK

Personally appeared before me, the undersigned notary public for the State of Florida at large, and came and appeared CAROL C. GARDEN who affirmed, avowed and stated that she has full authority and power to execute this Deed, and has produced a Florida Driver's License as evidence of her identity.



Rosalie Richardson  
Name: Rosalie Richardson  
Notary Public, State of Florida  
My Commission Expires: November 29, 1997

Although this Deed was prepared by Law Offices of Mark F. Dahle, no title search was performed by Law Offices of Mark F. Dahle. No representation has been made to Grantor or Grantee as to title, zoning or land use matters.

EXHIBIT "A"

CONTRIBUTIONS IN AID OF CONSTRUCTION

SYSTEM CAPACITY CHARGES

Upon Service Company's completion of construction of a force main adjacent to River Road, Owner shall pay Service Company the following System Capacity Charges to induce Service Company to reserve the following system capacities for Owner's connections. Owner understands that system capacity is only reserved upon payment of charges by Owner to Service Company. Said system capacity charges to be paid by Owner are those which are set forth in Service Company's Service Availability Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission.

Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>Charge Per Unit</u>	<u>Total Charge</u>
Mobile Homes	50 <sup>1-16</sup>	\$462.00	\$ <del>24,486.00</del> 23100.00
RV Sites	18 21-12	\$233.00	\$ 4,194.00 4893.00
TOTAL			\$ <del>28,680.00</del> 17,993.00

Should the use of the Property change which increases the demand for wastewater service, then Owner shall be responsible for the payment of additional system capacity charges.

EXHIBIT "B"

ORIGINAL



Southeastern Services, Inc.

DIVISION OF ADMINISTRATION  
2700 JAN 18 AM 11:12  
FLORIDA PUBLIC SERVICE COMMISSION

January 14, 2000

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard oak Boulevard  
Tallahassee, Fl. 32399

RE: FILING OF TARIFF

DEAR RECORDS AND REPORTING:

000000-PU

Southeastern Services, Inc. is an Alternative Local Exchange Carrier. Our assigned number is TX301.

Included in this package you will find the first filing of our Florida tariff. I trust you will find all in order. If there are any questions you can call me at 904-259-8600. My fax number is 904-259-8601.

Thank you for your time and help in this important matter.

Sincerely,

Mark Woods  
President

- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- RRR \_\_\_\_\_
- SEC \_\_\_\_\_
- WAW \_\_\_\_\_
- OTH \_\_\_\_\_

cc: Mr. Dan Akel, P.A.

DOCUMENT NUMBER - DATE

00699 JAN 18 8

FPSC-RECORDS/REPORTING

**FLORIDA LOCAL TELECOMMUNICATIONS TARIFF**

of

**SOUTHEASTERN SERVICES, INC.**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Southeastern Services, Inc. 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 at 1165 South Sixth Street, Macclenny, Florida 32063.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Mark Woods, President  
P O Box 365  
Macclenny, Florida 32063

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CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet. 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 the page.

Page	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
14-37	Original

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Mark Woods  
P O Box 365  
Macclenny, Florida 32063

**SYMBOLS**

When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (D) Deleted or Discontinued
- (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

Issued: \_\_\_\_\_

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## 1. RULES AND REGULATIONS

### 1.1 Service Availability

Service is to the residence or business only. The customer is responsible for maintaining the wiring and jacks along with his or her telephone within the agreed residence or business.

### 1.2 Suspension of Service

Non-payment of regulated charges on a specified date, as agreed, will result in a disconnection of service. Any reconnection would involve a reconnection charge of \$35.00.

### 1.3 Advance Payments

A one-time fee equal to one month's estimated charges may be required as an advance payment for service.

### 1.4 Refunds and Credits

A request for a refund or credit, for whatever the reason, must be made in writing by the customer and mailed to: Southeastern Services, Inc., P O Box 365, Macclenny, Florida 32063. The request will be reviewed, and the customer will either receive a credit, or an explanation as to why no credit is due. This notification will be given to the customer within 30 days of receipt of the actual request.

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2. DESCRIPTION OF SERVICE

2.1 Service Description

The Company's services consist of basic local telephone service with 911 access, operator services, and relay service. Service includes an extended calling area and long distance.

2.2 Rates

2.2.1 Business Local Exchange Line Service

Business Local Exchange Line Service provides a facility from a customer's business location to the central office.

Business Exchange Access Line	Nonrecurring Charge	Monthly Rate
Line	\$50.00	\$24.40
Key Systems	\$12.00	\$36.00
PBX Trunks		\$36.00

2.2.2 Residential Local Exchange Line Service

Residential Local Exchange Line Service provides a facility from a customer's residence to the central office.

Residence Exchange Access Line

First Line	\$36.00	\$9.00
Each Additional Line	\$12.00	\$9.00

2.3 Enhanced 911 Service allows customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point(PSAP).

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2.4 Extended Local Calling (ELC) Service

2.4.1 Extended Local Calling (ELC) Service is a nonoptional calling plan that provides two-way calling to designated exchanges outside the basic local calling area, but within the same Local Access Transport Area(LATA), at a flat rate per call, or a combination of flat and discounted measured rates. Subscribers may call any number in the ELC exchange areas by dialing the desired seven digit telephone number.

2.4.2 Application

ELC Service applies to all subscriber access lines within the following ELC exchange areas, including access lines provided in connection with Shared Tenant Services (STS) and public telephone service:

Exchanges	Extended Local Calling Exchange Areas
Macclenny, Sanderson	Jacksonville, Ft. George, Baldwin, Maxville, and Lake City

2.4.3 Rates and Charges

\$0.25 per call for residence or business to all extended areas except Lake City. Lake City will be \$0.10 First Minute, then \$0.06 Each Additional Minute or fraction thereof.

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2.5 Directory Assistance

2.5.1 Rates and Charges

A. A charge is applicable for each call to directory assistance, except as noted following,

1. Directory Assistance - request of a telephone number -  
(Maximum of two requests per call)

(a) Within the Company's Local calling zone for the  
originating line

	Rate
1. Per Call	\$0.35

(b) Outside the company's local calling zone and  
LATA/NPA serving areas for the originating line:

1. Per Call	\$0.85
-------------	--------

2. Directory Assistance for Public Service Providers

(a) All calls to Directory Assistance

1. Per Call	\$0.35
-------------	--------

3. Station to Station customer dialed calling card calls

1. Per Call	\$0.75
-------------	--------

4. Station to Station operator-assisted sent paid collect.

1. Per Call	\$1.00 N/R Charge
-------------	-------------------

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5. Person to Person Operator Assisted

1. Per Call \$2.50 N/R Charge

6. Station to Station Operated-Assisted or person to person operator assisted calls (excluding those billed to calling cards), where the operator dials the terminating number.

1. Per Call \$0.60 N/R Charge

2.6.1 Application of Additional Measured or Message Charges

A. Measured Charge \$0.03

B. Per Local Message \$0.12

2.7 Telecommunications Relay Service (TRS)

TRS refers to the provisions of a specialized telecommunications service that allows hearing and speech impaired customers to communicate over the telecommunications network as defined in Florida Statue 364.337. The Company will pass through to the customer all charges associated with this service, including associated taxes and franchise fees, at the same level of charge as assessed by the ILEC to the company. The customer is responsible for the provision of all hardware and installation thereof at the customer's premises in order to utilize this service; the company maintains no inventory of hardware for this purpose.

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MISCELLANEOUS SERVICES

3.1 Access Service Tariff

Nonrecurring Charge

1. IntraLATA Presubscription Change Charge  
per line or trunk

- |   |        |
|---|--------|
| a. Customer changes intraLATA Carrier only                            | \$5.00 |
| b. Customer changes intraLATA and interLATA<br>Carrier simultaneously | \$1.50 |

2. The Company's nonrecurring charge for Unauthorized IntraLATA PIC Changes will concur with the NECA Tariff FCC No. 5, Section 17.4, for Unauthorized PIC Changes.

3.2 Non Published and Nonlisted (Semiprivate) Telephone Numbers

- |   |                  |
|---|------------------|
| 1. Non Published (Private) Listing      | \$1.65 Per Month |
| 2. Non Published (Semi-Private) Listing | \$1.00 Per Month |

3.3 Additional Listing Charges

- |                              |        |
|------------------------------|--------|
| 1. Residence, per month each | \$0.75 |
| 2. Business, per month, each | \$1.00 |

3.4 Cross Reference and Foreign Listings

- |                      |        |
|----------------------|--------|
| 1. Residence monthly | \$0.75 |
| 2. Business monthly  | \$1.00 |

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4.0 DIGITAL NETWORK SERVICE (T-1 SERVICE)

4.1 Rates and Charges

A. A digital local channel is furnished between a serving wire center and the customer's premises. Rates are based on the airline distance between the serving wire center and the customer's premises.

1. Digital Local Channel, each

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>36 Months</u>	<u>60 Months</u>	<u>84 Months</u>
First ½ Miles	\$300.00	\$90.00	\$89.00	\$89.00	\$88.00
Each Add'l. ½ mile	--	\$38.00	\$37.00	\$37.00	\$35.00

Note 1: Contract lengths are now flexible to allow customer choice of payment periods.

Note 2: Refer to A10.2.2.C.6 of this Tariff for mileage measurement methodology.

B. Interoffice Channels furnished between serving wire centers. Rates are based on the Airline distance. 1,2 (T)

1. Interoffice Channel, each Channel 0-8 miles

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>36 Month</u>	<u>60 Month</u>	<u>84 Month</u>
Fixed Monthly Rate	\$100.00	\$60.00	\$58.00	\$58.00	\$57.00
Each Airline Mile, Or fraction thereof	--	\$26.00	\$22.00	\$20.00	\$18.00

2. Interoffice Channel, each Channel 9-25 miles

Fixed Monthly Rate	\$100.00	\$60.00	\$58.00	\$58.00	\$57.00
Each Airline Mile, Or fraction thereof	--	\$24.00	\$20.00	\$18.00	\$16.00

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4.0 Private Line Service

4.1 Rates and Charges (Cont)

B. Interoffice Channels furnished between serving wire centers. Rates are based on the Airline distance. 1.2 (Cont'd.) (T)

3. Interoffice Channel, each Channel over 25 miles

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>36 Month</u>	<u>60 Month</u>	<u>84 Month</u>
Fixed Monthly Rate	\$100.00	\$60.00	\$58.00	\$58.00	\$57.00
Each Airline Mile, Or fraction thereof	--	\$22.00	\$18.00	\$16.00	\$14.00

Note 1: Contract lengths are now flexible to allow customer choice of payment periods.

Note 2: Refer to A10.2.2.C.6 of this Tariff for mileage measurement methodology.

C. Clear Channel Capability is furnished on a per-T-1-Service-channel basis.

1. Per T-1 Service Channel optioned as:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u>	<u>Subsequent</u>
Superframe Format (SF)	\$ ---	\$ ---	\$600.00
Extended Superfram Format (ESF)	\$ ---	\$ ---	\$600.00

D. Move Charge

1. A move charge, per T-1 Service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the sum of the Digital Local Channel Nonrecurring Charge, Service Charge Charge—Inside Moves, and Premises Visit Charge.

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4.1 Rates and Charges (cont)

D. Move Charge (Cont'd.)

2. A move charge, per T-1 Service channel, applies for each T-1 Service moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new T-1 Service channel installation at the new location.

E. Service Connection Charges

1. Service Establishment Charges are applicable (see A10.2.3.E.5.[a]), for each T-1 Service channel ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data on an existing T-1 Service channel. A Service Change Charge is applicable for each T-1 Service channel associated with the customer request (in lieu of a Service Establishment Charge).
2. Service Change Charges are applicable (see A10.2.3.E.5.[b]), for receiving and recording information and/or taking action in connection with a customer's Inside Move or Transfer of Service Responsibility request, for processing the necessary data on existing T-1 Service channel. A Service Change Charge is applicable for each T-1 Service channel associated with the customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable (see A10.2.3.E.5.[c]), per Digital Local Channel, for the termination of a channel at a customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same time.

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## 4.1 Rates and Charges (cont)

## E. Service Connection Charges (Cont'd.)

4. Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges applied are those nonrecurring charges contained in A10.2.3 and A10.2.2 preceding.

## 5. Charges for T-1 Service

	<u>Nonrecurring Charge</u>
(a) Service Establishment Charge	
I. Per T-1 Service Channel, Each	\$575.00
(b) Service Change Charge	
I. Per T-1 Service Channel	
For Inside Moves, Each	\$350.00
Per Transfer of Responsibility, Each	\$350.00

## F. Rates for Certain Providers

1. Health Care providers for rural areas.

2. Elementary and secondary schools.

(a) Rates for these providers will be discounted 25% if the providers meet the criteria and definitions listed in Section 254 of the Telecommunications Act of 1996.

(b) The provider will present the necessary criteria to establish eligibility.

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5.0 Centrex Service

A. Centrex Line Rates

1. The monthly rates for Centrex lines specified below include the following standard features;

- (a) DTMF Signaling (Touch Tone)
- (b) Direct Inward Dialing\*
- (c) Direct Outward Dialing\*
- (d) Business Group Automatic Identified Outward Dialing
- (e) Intercom Dialing
- (f) Consultation Hold
- (g) Three-Way Calling
- (h) Call Transfer (Internal Only)
- (i) Distinctive Ringing

• Direct Inward Dialing and Direct Outward Dialing capabilities may be Limited by NARs.

2. The following monthly per-line rates and charges apply for contract periods ranging from month-to-month to 60 months. The customer is required to pay for the number of months in the service period selected as specified in Section A13.6.2.I:

Number of Lines	Monthly	Contract Period		
		12 Months	36 Months	60 Months
1-40	\$7.00	\$6.25	\$5.75	\$5.50

3. Nonrecurring Charge per line - \$12.00

B. Network Access Registers (NARs)

	Nonrecurring	Monthly
Rate per NAR	\$12.00	\$20.00

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5.0 Centrex Service (Cont)

5.1. ~~System Features~~ Rates and Charges (Cont)

		<u>Nonrecurring</u>	<u>Monthly</u>
1.	<b>Business Group Dialing Plan:</b>		
	(a) Standard Dialing Plan	No charge	--
	(b) Customized Dialing Plan	\$80.00	--
	(c) Changes to Customized Dialing Plan	\$20.00	--
2.	<b>Special Intercept Announcement:</b>		
	(a) Standard Announcement	\$25.00	\$25.00
	(b) Customer-Worded Announcement	\$50.00	\$50.00
	(c) Changes to Customer-Worded Announcement	\$60.00	--

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5.1 Rates and Charges (Cont)

C. Systems Features (Cont'd.)

		<u>Nonrecurring</u>	<u>Monthly</u>
3.	Special Customer Premises Equipment (CPE) Circuits.*		
(a)	Paging Access	\$12.00	\$5.00
(b)	Loudspeaker Paging	\$12.00	\$5.00
(c)	Code Calling	\$12.00	\$5.00
(d)	Improved Radio Paging	\$12.00	\$5.00
(e)	Recorded Telephone Dictation	\$12.00	\$5.00

• These rates do not include the base Centrex line or trunk circuit which is billed at normal Centrex line/trunk rates. CPE and installation of CPE are not included.

4. Basic Routing Services

In addition to the rates shown below, normal OutWATS rates (measured time or full business day) will be charged for OutWATS calls, and normal InWATS rates will be charged for InWATS calls.

		<u>Nonrecurring</u>	<u>Monthly</u>
(a)	Each OutWATS NAR	\$12.00	\$20.00
(b)	Each InWATS NAR	\$12.00	\$20.00

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**5.1 Rates and Charges (Cont)****C. System Features (Cont'd.)****5. Dial Access to Private Facilities**

The rates shown below do not include the monthly lease or tariff cost for the dedicated private facility (Tie trunk or FX circuit). Rates for these facilities are covered elsewhere in the Company's Tariff.

		<u>Nonrecurring</u>	<u>Monthly</u>
(a)	Tandem Tie Facility Access (per Tie Simulated Facility)	\$12.00	\$20.00
(b)	Foreign Exchange Facilities (per FX Simulated Facility)	\$12.00	\$20.00

**6. Music On Hold:**

See Section A13.6.4.E.3.(e).

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5.1 Rates and Charges (cont)

D. Station Features

1. Optional, Nonchargeable Individual Station Features

The following are optional, nonchargeable individual station features which may be provided to a Centrex line at no additional monthly charge. 1

(a) Call Forwarding Features:

- I. Call Forwarding Variable (All Calls)
- II. Call Forwarding Busy Line
- III. Call Forwarding Don't Answer
- IV. Call Forwarding Incoming Only
- V. Call Forwarding Within Group Only

(b) Call Hold

(c) Caller ID (Number) – Internal

2. Chargeable Station Features

The monthly per-line rates shown below apply to the following individual station features:

	<u>Monthly</u>
(a) Call Pick-Up	\$0.80
(b) Directed Call Pick-Up	\$0.80
(c) Call Park (Local or Directed)	\$0.80
(d) Call Transfer Outside Call Transfer – Individual – All Calls	\$0.80
(e) Call Waiting	\$0.80

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## D. Station Features (Cont'd.)

## 5.1 Rates and Charges (cont.) Chargeable Station Features (Cont'd.)

	<u>Monthly</u>
(f) Cancel Call Waiting (requires Call Waiting)	No Charge
(g) Call Waiting Originating	\$1.00
(h) Dial Call Waiting	\$1.00
(i) Remote Activation of Call Forwarding	\$1.00
(j) Six-Way Conferencing	\$3.00
(k) Speed Calling 8-Code	\$ .80
(l) Speed Calling 30-Code	\$1.50
(m) Direct Connect Service:	
I. Warm Line	\$ .50
II. Hot Line	\$ .50
III. Manual Line Service	\$ .50
(n) Do not Disturb	\$ .80
(o) Voice/Data Protection	\$ .80
(p) Advanced Calling Services:	40% off rates shown in Advanced Calling Services Section
(q) Voice Mail Service	\$3.00
(r) Voice Mail – Visual Message Waiting	\$1.00
(s) Time-of-Day Redirection On Incoming Centrex Calls	\$1.00

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5.1 Rates and Charges (cont)

D. Station Features (Cont'd.)

3. Multiple Station Feature Discount Schedule:

A Centrex customer subscribing to multiple chargeable individual station features is eligible to participate in the Discount Package Plan. The Discount Package Plan applies to those Chargeable Station Features described in Section A13.6.4.D.2 (above).

<u>Number of Chargeable Features on Centrex Line</u>	<u>Number of Features Included When Purchasing Multiple Features</u>
3 to 5 features	1 feature of the same or lessor value
6 to 8 features	2 features of the same or lessor value
9 to 11 features	3 features of the same or lessor value
12 or more features	4 features of the same or lessor value

3. Additions and Changes to Individual Station Features:

Feature Additions/Changes Per Line	\$ 8.00 nonrecurring
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5.1 Rates and Charges (cont)

E.	Cost Control Features	<u>Nonrecurring</u>	<u>Monthly</u>
1.	<b>Class of Service Restrictions</b>		
(a)	Fully-Restricted Line	No Charge	No Charge
(b)	Semi-Restricted Line	No Charge	No Charge
(c)	<b>Toll/Code Restriction:</b>		
I.	Toll Restriction	\$6.00	\$ .30
II.	Code Restriction & Diversion	\$6.00	\$ .30
III.	Outgoing Call Screening	\$6.00	\$ .30
IV.	Code Diversion to Attendant	No Charge	No Charge
(d)	Subsequent changes to Class of Service Restrictions and/or associated route treatments.	\$8.00	-

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5.1 Rates and Charges (cont)

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
2.	<b>Automatic Flexible Routing:</b>		
(a)	<b>Automatic Route Selection</b>		
I.	Per Centrex System	\$200.00	\$80.00
II.	By NPA code (per pattern)	\$ 20.00	\$ 7.00
III.	By NPA & NXX code (per pattern)	\$ 75.00	\$ 12.00
IV.	Per Facility Group/NAR Group terminated in a pattern	\$ 8.00	\$ 2.00
V.	Per line in Centrex System (Facility Restriction Level)	\$ 2.00	\$ .50
(b)	Time-of-Day/Day-of-Week Routing (per pattern group arrangement)	\$ 50.00	\$ 15.00
(c)	Automatic Alternate Routing (per pattern)	\$150.00	\$ 14.00
(d)	Expensive Route Warning Tone (per pattern)	\$ 8.00	\$ 2.00

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E. Cost Control Features (Cont'd.)

		<u>Nonrecurring</u>	<u>Monthly</u>
5.1	Rates and Charges (cont.)		
	2. Automatic Flexible Routing: (Cont'd.)		
	(e) Changes to AFR/ARS Arrangements:		
	I. Change to pattern (routing order, etc.) or NPA/NXX codes in pattern	\$ 50.00	--
	II. Change to time-of-day/day-of-week schedules/intervals	\$ 40.00	--
	III. Change to Facility Restriction Level (per line or facility)	\$ 8.00	--
	3. Outgoing Facility Group Queuing (Requires Automatic Route Selection):		
	(a) Per Centrex System	\$100.00	\$ 20.00
	(b) Per Facility Group/NAR Group equipped for queuing	\$ 50.00	\$ 4.00
	(c) On-Hook (Ring-Back) Queuing (per queue slot)	--	\$ 10.00
	(d) Off-Hook Queuing (per queue slot)	--	\$ 14.00

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## 5.1 Rates and Charges (cont)

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
3.	<b>Outgoing Facility Group Queuing (Requires Automatic Route Selection): (Cont'd.)</b>		
(e)	<b>Recorded Announcement/ Music on Queue (available for Off-Hook Queuing only)</b>		
I.	<b>Standard Music/Audio Source</b>	<b>\$ 25.00</b>	<b>\$ 25.00</b>
II.	<b>Custom Music/Audio Source Telephone-Company-Provided</b>	<b>\$ 50.00</b>	<b>\$ 50.00</b>
III.	<b>Changes to Telephone-Company-Provided Custom Music/Audio Source</b>	<b>\$ 60.00</b>	<b>--</b>
IV.	<b>Custom Music/Audio Source (customer provided)*</b>	<b>--</b>	<b>\$ 25.00</b>
	<b>*Requires a trunk circuit to the customer premises at normal trunk circuit tariff rates.</b>		
(f)	<b>Priority Queuing (per designated Centrex line or facility)</b>	<b>--</b>	<b>\$ .50</b>

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## 5.1 Rates and Charges

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
3.	<b>Outgoing Facility Group Queuing (Requires Automatic Route Selection): (Cont'd.)</b>		
(g)	<b>Changes in Queuing Arrangements (per queue) Including:</b>	\$ 50.00	--
	* On-Hook to Ring-Back		
	* Ring-Back to On-Hook		
	* Quantity of queue slots		
	* Post-Queue Routing		
	* Queue threshold time limit		
4.	<b>Authorization Codes (requires Automatic Route Selection):</b>		
(a)	<b>Per Centrex System</b>	\$150.00	\$ 60.00
(b)	<b>Initial 100 codes</b>	\$ 20.00	\$ 5.00
(c)	<b>Each additional 100 codes</b>	\$ 10.00	\$ 3.00
(d)	<b>Changes to Authorization Codes (per Authorization Code changes)</b>	\$ 8.00	--

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## 5.1 Rates and Charges (cont)

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
5.	Account Codes (requires Automatic Route Selection and Message Detail Recording)		
(a)	Per Centrex System	\$ 50.00	\$ 5.00
(b)	Change to Account Code digit length	\$ 8.00	--
6.	Centrex Command and Control Workstation Features		
(a)	Command Control Workstation Circuit (Advanced Digital Services/ISDN D Channel)*		**Currently not available**
	*Rates do not include Customer Premises Equipment (CPE)		
(b)	Message Detail Recording (MDR) to Customer Premises		**Currently not available**
I.	MDR (service establishment) Per Centrex System		
II.	MDR per Centrex line		

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5.1 Rates and Charges (cont)

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
6.	Centrex Command and Control Workstation Features (Cont'd.)		
	(c) Customer Control/Administration of Routing/Facilities:		** Currently not available**
	I. Customer Control of Automatic Flexible Routing		
	II. Customer Control of Outgoing Facility Group Queuing		
	III. Customer Administration Of Authorization Codes		
	IV. Customer Administration Of Alternate Facility Restriction Levels		
	V. Selective Control of Facilities		
	(d) Time-of-Day Redirection of Incoming Centrex Calls – Customer Control		**Currently not available**

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5.1 Rates and Charges (cont)

E.	Cost Control Features (Cont'd.)	<u>Nonrecurring</u>	<u>Monthly</u>
6.	Centrex Command and Control Workstation Features (Cont'd.)		
	(e) Traffic Data to Customer		**Currently not available**
	(f) Trunk Monitoring/Testing:		**Currently not available**
	I. Automatic Circuit Assurance		
	II. Non-Usage Trunk Scan		
	III. Locked-Up Trunk Scan		
	IV. Tie Trunk Status		
7.	Remote Access to Private and Public Facilities (DISA)	\$150.00	\$80.00

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5.1 Rates and Charges (cont)

F. Hunting Features

1. Hunting Arrangements

The following monthly per-line rates for Hunting Arrangements are applies in addition to the per-line rates for Centrex lines. The nonrecurring charges are per Hunt Group.

	<u>Nonrecurring</u>	<u>Monthly</u>
(a) Regular Hunting	\$ 24.00	\$ .80
(b) Circle Hunting	\$ 32.00	\$ .90
(c) Uniform Call Distribution	\$ 40.00	\$ 1.40
(d) Preferential Hunting	\$ 32.00	\$ 1.20
(e) Series Completion	\$ 32.00	\$ .80
(f) Changes to Hunt Group Arrangements/Patterns	\$ 12.00	-

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## 5.1 Rates and Charges (cont)

## F. Hunting Features (Cont'd.)

		<u>Nonrecurring</u>	<u>Monthly</u>
(a)	Queuing for Hunt Group (per Hunt Group)	\$ 20.00	\$ 20.00
(b)	Delay Announcements for Queued Calls:		
	I. Standard Announcement	\$ 25.00	\$ 25.00
	II. Customer-Worded Announcement	\$ 50.00	\$ 50.00
	III. Changes to Customer- Worded Announcement	\$ 60.00	--
(c)	Stop Hunt/Make Busy:		
	I. Access Code Activation (per line)	--	\$ 0.70
	II. Key/Switch Activation (per key/switch)	\$ 12.00	\$ 6.50

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6.0 CUSTOM CALLING SERVICES

6.1 Rates and Charges

This Tariff sets forth the minimum, maximum and current rates for Custom Calling Services. Following a thirty-day notice to the Commission and existing subscribers, the Company may increase or decrease rates within the minimum and maximum ranges specified in this Tariff, unless denied or suspended by this Commission.

A. Residence

1. Individual Services (see note)

		<u>MONTHLY RATES 1</u>		
		<u>Minimum</u>	<u>Maximum</u>	<u>Current</u>
(a)	Call Forwarding	\$1.50	\$3.50	\$2.00
(b)	Three-Way Calling	\$2.50	\$6.25	\$3.50
(c)	Six-Way Calling	\$6.00	\$9.00	\$7.00
(d)	Call Waiting	\$2.25	\$5.25	\$3.00
(e)	Speed Calling (8-Code)	\$1.50	\$3.50	\$2.00
(f)	Speed Calling (30-Code)	\$3.00	\$7.00	\$4.00
(g)	Warm Line	\$1.50	\$3.50	\$2.00
(h)	RingSelect (First Additional Telephone Number)	\$2.25	\$5.25	\$3.00
(i)	RingSelect (Second Additional Telephone Number)	\$4.25	\$10.25	\$5.75
(j)	Cancel Call Waiting (With Call Waiting)	\$2.75	\$7.00	\$3.75
(k)	Do Not Disturb	\$1.75	\$4.50	\$2.50
(l)	Call Hold	\$1.75	\$4.50	\$2.50
(m)	Call Forwarding Busy Line - Fixed	\$1.00	\$2.75	\$1.50
(n)	Call Forwarding Busy Line - Variable	\$1.75	\$4.50	\$2.50

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6.1 Rates and Charges (cont)

A. Residence (Cont'd.)

1. Individual Services (see note) (Cont'd.)

MONTHLY RATES 1

		<u>Minimum</u>	<u>Maximum</u>	<u>Current</u>	
(o)	Call Forwarding Don't Answer - Fixed	\$1.00	\$2.75	\$1.50	(T)
(p)	Call Forwarding Don't Answer - Variable	1.75	4.50	2.50	
(q)	Call Transfer (With Three-Way Calling)	3.00	7.50	4.25	(T)
(r)	Voice/Data Protection	2.25	5.25	3.00	(T)
(s)	Remote Activation of Call Forwarding	3.75	8.75	5.00	(T) (I)

Note 1: Monthly rate per access line equipped. Appropriate nonrecurring multielement service charges apply, as set forth in Section A4 of this Tariff, except during Company-designated periods of special promotion.

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6.1 Rates and Charges

B. Business

1. Individual Services (see note)

		<u>MONTHLY RATES 1</u>		
		<u>Minimum</u>	<u>Maximum</u>	<u>Current</u>
(a)	Call Forwarding	\$ 1.50	\$ 5.25	\$ 2.00
(b)	Three-Way Calling	2.50	9.25	3.50
(c)	Six-Way Calling	6.00	12.00	7.00 (N
(d)	Call Waiting	2.25	8.00	3.00 (T
(e)	Speed Calling (8-Code)	1.50	5.25	2.00
(f)	Speed Calling (30-Code)	3.00	10.50	4.00
(g)	Warm Line	1.50	5.25	2.00
(h)	RingSelect (First Additional Telephone Number)	3.00	8.00	4.50
(i)	RingSelect (Second Additional Telephone Number)	6.00	15.00	8.50
(j)	Cancel Call Waiting (With Call Waiting)	4.00	10.25	5.75
(k)	Do Not Disturb	2.50	6.25	3.50
(l)	Call Hold	2.50	6.25	3.50
(m)	Call Forwarding Busy Line - Fixed	1.50	4.50	2.50
(n)	Call Forwarding Busy Line - Variable	2.50	6.25	3.50
(o)	Call Forwarding Don't Answer - Fixed	1.50	4.50	2.50
(p)	Call Forwarding Don't Answer - Variable	2.50	6.25	3.50 (T

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## 7.0 ADS PRIMARY RATE INTERFACE ACCESS SERVICE (PRI)

## 7.1 Rates and Charges

<u>RATE ELEMENTS</u>	<u>MONTH TO MONTH</u>	<u>24-48 MONTHS</u>	<u>49-72 MONTHS</u>	<u>NONRECURRING CHARGES</u>
<u>Required Features:</u>				
ADS-PRI Facility 1,3	\$280.00	\$260.00	\$240.00	\$1200.00
ADS-PRI B Channel Access 1				
B Channel Basic	\$375.00	\$350.00	\$325.00	\$ 300.00
B Channel Universal	\$375.00	\$350.00	\$325.00	\$ 300.00
B Channel Inward only	\$375.00	\$350.00	\$325.00	\$ 300.00
Network Access Register (NAR) Per B Channel 1,2,4	\$ 20.00	\$ 20.00	\$ 20.00	\$ 15.00
<u>Optional Features:</u>				
NFAS Signaling, per ADS-PRI	\$ 50.00	\$ 40.00	\$ 35.00	\$ 150.00
Additional Directory Numbers				
First group of 20 numbers	\$ 4.00	\$ 4.00	\$ 4.00	\$ 100.00
Each additional group of 20 numbers	\$ 4.00	\$ 4.00	\$ 4.00	\$ 15.00
Call-by-Call/Dynamic Trunk Allocation, per NAR7	\$ 25.00	\$ 25.00	\$ 25.00	\$ 50.00

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7.1 Rates and Charges (cont)

<u>RATE ELEMENTS</u>	<u>MONTH TO-MONTH</u>	<u>24-48 MONTHS</u>	<u>49-72 MONTHS</u>	<u>NONRECURRING CHARGES</u>
<u>Moves and changes 8.</u>				
Inside move or change Requiring redesign of Transmission facilities	--	--	--	\$150.00
Change involving central Office translations, record Orders, and all other types Of changes	--	--	--	\$ 75.00

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7.0.1 BASIC RATE INTERFACE ACCESS SERVICE (BRI)

7.2 Rates and Charges

<u>RATE ELEMENTS</u>	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>
<u>Required Features:</u>		
ADS-BRI Service 2,3		(D)
Residential – 2B+D	\$ 45.00	\$100.00
Business – 2B+D	\$65.00	\$135.00
ADS-BRI Usage2		
Package A – up to 6000 local MOU, per month (includes voice and data usage on both B Channels)	N/C	N/A
Per minute, or fraction thereof, In excess of 6000 local MOU Allowed	\$ .02	N/A
Package B – unlimited local MOU, per month (includes voice and data usage on both B Channelsj)	\$100.00	N/A
<u>Moves and Changes</u>		
Inside move or change requiring Redesign of transmission facilities	N/A	\$130.00
Change involving central office Translations, record orders, and all Other types of changes	N/A	\$ 75.00

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7.2 Rates and Charges (cont)

<u>RATE ELEMENTS</u>	<u>MONTHLY RATES</u>	<u>NONRECURRING CHARGE 1</u>
<u>Other:</u>		
Directory Numbers (Listings)		
Primary	N/C	N/A
Secondary	Note 4	N/A (T)
Extension Facility/Special Construction	Note 5	Note 5 (T)
<u>Optional Features:</u>		
Custom Calling, Advanced Calling And Centrex Features	Note 6	Note 6 (T)
EKTS Feature Package, per B Channel Configured for EKTS	**Currently Not Available**	
Subsequent EKTS Feature Additions And/or Modifications	**Currently Not Available**	

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