Effective: January 5, 2017

## **LOCAL EXCHANGE SERVICES**

## **CHECK SHEET**

All pages of this Price List are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Price List in effect on the date indicated.

<u>PAGE</u>	REVISION	<u>PAGE</u>	REVISION	<u>PAGE</u>	REVISION
1	First Revised	40	Original	73	2 <sup>nd</sup> Revised
2 *	141 <sup>st</sup> Revised	41	Original	74	3 <sup>rd</sup> Revised
3	126 <sup>th</sup> Revised	42	Original	75	9 <sup>th</sup> Revised
4	Original	43	Original	75.1	3 <sup>rd</sup> Revised
5	Original	44	Original	75.2	3 <sup>rd</sup> Revised
6	Original	45	Original	76	6 <sup>th</sup> Revised
7	1 <sup>st</sup> Revised	46	Third Revised	76.1	1 <sup>st</sup> Revised
8	2nd Revised	47	Original	77	8 <sup>th</sup> Revised
9	Original	48	Original	78	1 <sup>st</sup> Revised
10	2 <sup>nd</sup> Revised	49	2 <sup>nd</sup> Revised	79	4 <sup>th</sup> Revised
11	Original	50	Original	80	1 <sup>st</sup> Revised
12	Original	51	2 <sup>nd</sup> Revised	81	Original
13	Original	52	2 <sup>nd</sup> Revised	82	4th Revised
14	Original	52.1	1 <sup>st</sup> Revised	82.1	Original
15	First Revised	53	2 <sup>nd</sup> Revised	83	Original
16	Original	54	1 <sup>st</sup> Revised	84	Original
17	3rd Revised	55	1 <sup>st</sup> Revised	85	6 <sup>th</sup> Revised
17.1	Original	56	9 <sup>th</sup> Revised	86	Second Revised
18	Original	56.1	5 <sup>th</sup> Revised	87	53 <sup>rd</sup> Revised
19	1 <sup>st</sup>	56.2	11 <sup>th</sup> Revised	87.1	38 <sup>th</sup> Revised
20*	3 <sup>rd</sup> Revised	57	2 <sup>nd</sup> Revised	87.1.0	26 <sup>th</sup> Revised
21	1 <sup>st</sup>	58	2 <sup>nd</sup> Revised	87.2	37 <sup>th</sup> Revised
21.1	1 <sup>st</sup>	59	2 <sup>nd</sup> Revised	87.2.1	15 <sup>th</sup> Revised
22	1 <sup>st</sup> Revised	60	2 <sup>nd</sup> Revised	87.2.2	17 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised	61	3 <sup>rd</sup> Revised	87.3	38 <sup>th</sup> Revised
24	2 <sup>nd</sup> Revised	62	9 <sup>th</sup> Revised	87.4	24 <sup>th</sup> Revised
25	Original	62.1	1 <sup>st</sup> Revised	87.5	20 <sup>th</sup> Revised
26	Original	62.2	1 <sup>st</sup> Revised	87.6	25 <sup>th</sup> Revised
27	1 <sup>st</sup> Revised	63	5 <sup>th</sup> Revised	87.7	19 <sup>th</sup> Revised
28	3 <sup>rd</sup> Revised	63.1	1 <sup>st</sup> Revised	87.8	14 <sup>th</sup> Revised
29	Original	64	1 <sup>st</sup> Revised	87.9	5 <sup>th</sup> Revised
30	1 <sup>st</sup> Revised	65	3 <sup>rd</sup> Revised	88	2nd Revised
31	1 <sup>st</sup> Revised	66	3 <sup>rd</sup> Revised	89*	2 <sup>nd</sup> Revised
32	Original	67	2 <sup>nd</sup> Revised	89.1*	3 <sup>rd</sup> Revised
33	Original	68	1 <sup>st</sup> Revised	90	3rd Revised
34	5 <sup>th</sup> Revised	69	8 <sup>th</sup> Revised	91*	4 <sup>th</sup> Revised
35	Original	69.1	5 <sup>th</sup> Revised	92	6th Revised
36	Original	69.2	11 <sup>th</sup> Revised	93*	6 <sup>th</sup> Revised
37	Original	70	1 <sup>st</sup> Revised		
38	Original	71	2 <sup>nd</sup> Revised		
39	Original	72	2 <sup>nd</sup> Revised		

(\*) Denotes new or revised page.

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By: Martin Corcoran, Director, Regulatory Affairs

Cox Communications

6205-B Peachtree Dunwoody Rd., Atlanta, GA 30328

### **LOCAL EXCHANGE SERVICES**

### SECTION 2 - Regulations, cont'd.

- 2.1 Undertaking of the Company, cont'd.
  - 2.1.4 Liability of the Company, cont'd.
    - 5. Defacement of Premises No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
    - 6. The Company shall not be liable for any delay or failure of performance or equipment or service interruption due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; terrorism, civil Commotions, any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, hurricanes, storms or other natural disaster; unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages or other labor difficulties beyond the direct control of the Company.
    - 7. The Company shall not be liable for any damages or losses nor for any .impairment or failure of service arising from or in connection with the use of Customer-owned/provided facilities or .equipment including service interruptions due to power outages and battery failure.

Service to certain Customers is provided via an Embedded Multimedia Terminal Adapter and/or other voice telephone service devices ("Equipment"). If service is provided via Equipment, the Customer will receive Equipment provided by Cox during installation. The Equipment works on household power and requires a fully-charged battery to operate during a power outage. The battery will operate for up to 8 hours in case of a power outage depending on usage. Services, including access to 9-1-1 services will not be available during outages without a battery or if the battery has been drained. The Customer may order a battery from Cox by calling the Cox customer service number or visiting a Cox retail store after telephone service is installed.

If the Residential Customer doesn't subscribe to Lifeline Service, Cox will provide a battery upon request at the then-prevailing retail price, plus shipping if applicable. The Customer may obtain batteries from sources other than Cox if available, but the Customer is responsible for ensuring that any battery obtained from another source is compatible with the EMTA. The Customer is responsible for installation of the battery and for monitoring the battery and determining when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.

If the Customer is a Lifeline Customer, the Customer is entitled to receive one battery for each Equipment item installed at the Customer premises. The battery will be delivered to the Lifeline Customer at the service address where Lifeline eligibility was established. The Lifeline Customer is responsible for installing and monitoring the battery, and contacting Cox when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced. Lifeline customers may request a replacement battery from Cox free of charge.

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Florida Price List No. 1 2<sup>nd</sup> Revised Sheet 89 Cancels 1<sup>st</sup> Revised Sheet 89

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#### LOCAL EXCHANGE SERVICES

### **Section 7 - Residential Assistance Offerings**

#### 7.1 Lifeline Assistance

Lifeline Assistance Plan (Lifeline) assists low-income households/applicants by reducing their monthly costs for one telephone line per household at the principal place of residence. The applicant must satisfy certain program-based or income-based eligibility tests established by the Florida Public Service Commission. The plan is currently available only in non-rural portions of Cox's Florida service area.

## 7.1.1 Eligibility Requirements

- 1. Applicant must participate in one of the following programs:
  - Medicaid;
  - Supplemental Nutrition Assistance Program (Food Stamps or SNAP);
  - Supplemental Security Income (SSI);
  - Federal Public Housing Assistance (Section 8);
  - Reserved;
    Reserved;
    Reserved;
    National School Lunch Program (NSL);
    Veterans Pension Benefits.

    (D)
    (D)
    (D)
    (D/T)
    (N)
- 2. Applicants not participating in the programs listed above may still qualify for Lifeline services if they certify and furnish proof that their total gross annual household income does not exceed 135% of the Federal Poverty Guidelines (FPG).
- 3. Applicant must request assistance by completing a Company provided form, and may also apply directly via the Florida Public Service Commission (FPSC) or the Office of Public Counsel (OPC).
- 4. Proof of income, or proof of eligibility in any of the qualifying low income assistance programs listed above, should be provided to Cox at the time of application for service. The Lifeline discount will not be established until proof of eligibility has been received by Cox or by the two state agencies listed in 7.1.1.3. If the Customer requests installation prior to Cox's receipt of such proof, the service requested will be provided, but without the Lifeline discount. When eligibility documentation is **rendered post** installation, the Lifeline discount will **apply** on a going-forward basis.
- 5. The use or disclosure of information concerning Cox's Lifeline applicants and Customers is limited solely to purposes directly connected with the administration of the Lifeline Program and will be treated as highly confidential.

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#### **LOCAL EXCHANGE SERVICES**

### **Section 7 - Residential Assistance Offerings**

### 7.1 Lifeline Assistance, cont'd.

## 7.1.1 Eligibility Requirements, cont'd.

6. It is the Lifeline Customer's responsibility to notify Cox if the Customer ceases to be eligible for Lifeline service.

Lifeline eligibility will be verified annually. If after verification a Lifeline Customer is identified as being ineligible, the Company will send the Lifeline Customer a written notice of discontinued eligibility. If no proof of eligibility is furnished to Cox within **6**0 days, the Customer's Lifeline discount will be discontinued. If proof is furnished to Cox, the Lifeline discount will be restored as of the date Cox received proof of continued Lifeline eligibility.

Florida Statute 364.105 provides for a continuing discount for Lifeline subscribers who no longer qualify for Lifeline service (i.e., Transitional Lifeline). The Transitional Lifeline discount provides discounted residential basic local service at seventy percent (70%) of the tariffed basic local service rate (i.e., local access line monthly recurring charge only) for any subscriber who becomes ineligible for Lifeline, and who requests such service. Upon such request, the former Lifeline customer will receive the Transitional Lifeline discount for one year after the date the subscriber ceases to be qualified for Lifeline, after which time the Customer will automatically be billed the tariffed rates. If, during this one-year period, the customer disconnects telephone service, such disconnection will nullify the Customer's eligibility for the remaining balance of the one-year period.

### 6.1.2 Rates

Customers meeting the eligibility requirements herein will have the FCC Access Fee associated with the primary residential access line waived and receive a reduction from the CDT Starter Residential rate, described in Sections 3.1.A.2.b and 3.1.B.2.1.b of this tariff. Such reductions will be based on the procedures mandated in the FCC Lifeline Rules at Section 54.403.

### 6.1.3 Additional Regulations

No deposit will be required of a Lifeline Customer if the Customer voluntarily subscribes to Toll Restriction.

If a Customer does not elect Toll Restriction, regular deposit guidelines and regulations will apply.

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## **LOCAL EXCHANGE SERVICES**

### **SECTION 8 - Miscellaneous Service Offerings**

#### 8.2 Reserved for Future Use

## 8.3 Residential Miscellaneous Service Offerings

### 8.3.1 CDT Essential Package

The CDT Essential Package is an optional offering for Residential Customers that includes a Residential Basic Line and the CDT Essentials Pak which includes the following four (4) calling features: Busy Line Redial, Call Waiting, Call Waiting ID and Caller ID. The CDT Essential pack is available on up to two (2) lines at the same Customer location for Customers who subscribe to:

- a. One flat-rated Residential Access Line; and
- b. Cox Long Distance for both the intra- and inter-LATA toll services on that same line and the CDT Essential Feature Pak.

Monthly recurring and non-recurring charges will apply as indicated below:

Monthly Recurring Rate: \$24.99

Nonrecurring Charge<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup> Nonrecurring charges as reflected in in 3.1.A.2.a for Central Florida and 3.1.B.2.a for Gulf Coast, preceding, also apply.

### **LOCAL EXCHANGE SERVICES**

### **SECTION 8 - Miscellaneous Service Offerings**

### 8.3 Residential Miscellaneous Service Offerings

### 8.3.2 CDT Premier Package

- a. The Company may monitor the Customer's toll usage subject to this plan. If the Customer uses the toll minutes under this plan for non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, and telemarketing; or if the Customer's toll minutes of use in any month exceed 5,000 minutes, the Customer will be presumed to be in violation of the usage restrictions of this plan. It shall be the responsibility of the Customer to demonstrate to the Company that his or her usage is not in violation of the usage restrictions specific herein.
- b. If the Company determines that Customer has failed to demonstrate that his or her usage is not in violation of any of the usage restrictions, the Company may immediately suspend, restrict or cancel the Customer's access to toll service; or may move the Customer's toll service to a plan specified in this tariff section, and in the Customer Services Agreement (see section 7 below for interstate rate plans).
- c. For additional rates, terms, and conditions specific to interstate interLATA toll usage under this plan, refer to the Cox website at <a href="http://www.cox.com/telephone/">http://www.cox.com/telephone/</a>.
- d. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may make a complaint with the consumer section at the Division of Public Utilities and Carriers.

# 4. Rates and Charges

Monthly Recurring Charge: \$29.99 (R)

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