

MaryRose Sirianni

AT&T Florida 150 South Monroe St. Suite 400 Tallahassee, FL 32301

T: 850-577-5553 F: 850-222-4401 MaryRose.Sirianni@att.com www.att.com

February 9, 2018

Mr. Cayce Hinton Director, Division of Industry Development & Market Florida Public Service Commission Tallahassee, Florida 32399-0805

Dear Mr. Hinton:

Attached for filing, please find the following revised pages for the AT&T Florida Access Services Tariff.

# **Access Services Tariff**

Subject Index

E2

Sixth Revised Page 3 First Revised Page 3 Fifth Revised Page 46 Third Revised Page 47

This filing implements a cost assessment charge to recover property taxes and revises language in its Commitment Guarantee Program. This tariff has an issue date of February 9, 2019 and an effective date of February 10, 2018.

Acknowledgment, date of receipt and authority number of this filing are requested. Your consideration and approval will be appreciated.

If you have additional questions, please contact me at (850) 577-5553.

Sincerely,

MaryRose Sirianni

Manager - External Affairs

Attachment



BY: Joe York, President -FL Jacksonville, Florida Sixth Revised Page 3 Cancels Fifth Revised Page 3

EFFECTIVE: February 10, 2018

(N)

# **SUBJECT INDEX**

SUBJECT	SECTION
Calling Party Number	E6.
Cancellation of an Access Order	E5.
Carrier Access Capacity	E4., E16.
Carrier Common Line Access	E3.
Carrier Selection Parameter	E6.
Central Office Channel Interface	E7.
Changes and Substitutions (General Regulations)	E2.
Charge Number	E6.
Claims and Demands for Damages	E2.
Clear Channel Capability	E7.
Commitment Guarantee Program	E2.
Common Channel Signaling Access Capability (BellSouth SWA CCSAC)	E6.
Common Switching	E6.3
Compensation Rate	E2.4
Concurring Carriers	E1.
Connections	E2.
Contract Service Arrangements	E12.3
Controller Arrangement	E13.3
Cooperative Scheduled Testing (CST)	E13.3
Cost Assessment Charge	E2.
Credit Allowance for BellSouth Directory Assistance Access Service	E9.4
Credit Allowance for Service Interruptions.	E2.
Customer Change Activity Service (BellSouth Customer Change Activity Service)	E13.3
Customer Name and Address (BellSouth Customer Name and Address)	E13.3

Jacksonville, Florida

First Revised Page 3 Cancels Original Page 3

EFFECTIVE: February 10, 2018

# **E2. GENERAL REGULATIONS**

#### CONTENTS

<b>E2</b>	.4 Pa	yment Arrangements and Credit Allowance	18	
	E2.4.1	Payment of Rates, Charges and Deposits	18	
	E2.4.2	Minimum Periods	23	
	E2.4.3	Cancellation of an Order for Service	24	
	E2.4.4	Credit Allowance for Service Interruptions	24	
	E2.4.5	Provision For Gross Receipts Tax	27	
	E2.4.6	Re-establishment of Service Following Fire, Flood or Other Occurrence	27	
	E2.4.7	Title or Ownership Rights	28	
	E2.4.8	Billing of Access Service Provided By Multiple Companies	28	
	E2.4.9	Optional Payment Plan	35	
	E2.4.10	Service Installation Guarantee	45	
	E2.4.11	Cost Assessment Charge (CAC)	46	(T
	E2.4.12	Reserved for Future Use	46	
	E2.4.13	Reserved for Future Use	46	
	E2.4.14	Reserved for Future Use	46	
	E2.4.15	Reserved for Future Use	46	
		Commitment Guarantee Program	47	(T
E2	.5 C	onnections	48	
	E2.5.1	General	48	

FLORIDA ISSUED: February 9, 2018 BY: Joe York, President -FL

Jacksonville, Florida

# ACCESS SERVICES TARIFF Fifth Revised Page 46 Cancels Fourth Revised Page 46

EFFECTIVE: February 10, 2018

#### **E2. GENERAL REGULATIONS**

# E2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### E2.4.10 Service Installation Guarantee (Cont'd)

- **E.** Service Installation Guarantees do not apply: (Cont'd)
  - 2. to service requiring Special Construction as set forth in Section E14. following,
  - 3. to Specialized Service or Arrangements or Individual Case Basis filings,
  - 4. for jointly provisioned services,
  - 5. to BellSouth Virtual Expanded Interconnection service arrangements, except for the cross-connect element, as set forth in E20.1.6 following, or
  - 6. to other telephone companies concurring in the rates and regulations of the Company; provided however, that the following telephone company does also concur in the preceding provisions of Section E2.4.10 of this intrastate Tariff and Section 6 of Tariff FCC No. 1.

Vista-United Telecommunications

7. to BellSouth SWA or Dedicated Access installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

#### E2.4.11 Cost Assessment Charge (CAC)

A. A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Company as being exempt from application of the Federal Universal Service Fund (FUSF).

Description
Cost Assessment Charge (CAC)
Transport services
1.74%
N)
- BellSouth Metro Ethernet Service
- AT&T Switched Ethernet Service
- AT&T Dedicated Ethernet Service
(N)
- AT&T Dedicated Ethernet Service
(N)

**E2.4.12** Reserved for Future Use

E2.4.13 Reserved for Future Use

**E2.4.14** Reserved for Future Use

**E2.4.15** Reserved for Future Use

(M)

(C)

(N)

BELLSOUTH
TELECOMMUNICATIONS
FLORIDA
ISSUED: February 9, 2018

BY: Joe York, President -FL Jacksonville, Florida

Third Revised Page 47 Cancels Second Revised Page 47

EFFECTIVE: February 10, 2018

(M)

(M)

(M)

## **E2. GENERAL REGULATIONS**

# E2.4 Payment Arrangements and Credit Allowances (Cont'd)

# E2.4.16 Commitment Guarantee Program A. General 1. The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment (M)

- 1. The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company.
- 2. The failure of the Company to meet its commitment will result in a credit being applied to the end user's bill, when contact is initiated by the end user, unless an exception is applicable.
- 3. Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to end users by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this Tariff.

# B. Application (T)

- 1. In the event Company contact is initiated by the end user, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 on an end user's account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the end user's bill.
- 2. One credit will apply, under the provisions of 1. preceding, per end user commitment missed.
- 3. More than one attempt to invoke the guarantee, for the same commitment and end user, will be disallowed.
- 4. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
- 5. The guarantee is applicable to services provided in this Tariff except as noted in C. following.
- 6. Receipt of a credit under the provisions of 1. through 5. preceding will have no effect on recurring rates, nonrecurring charges, or minimum service periods according to the appropriate schedules for services filed elsewhere in this Tariff.
- 7. Credits issued to an end user's account, in excess of the total monthly rate in any one monthly billing period, may be applied to the following monthly billing period.
- 8. When service is terminated, any credit due will be applied to the final amount due the Company.
- 9. The program may be suspended by the Company during or following a natural disaster.

# C. Exceptions

The Commitment Guarantee Program credit will not apply to:

- 1. commitments missed as a result of action initiated by, or information omitted by, the end user, any other end user, or any third party,
- 2. maintenance requests resulting from:
  - a. interruptions of service due to the failure of equipment or systems provided by others,
  - b. interruptions of a service where the Company is not afforded access to the premises where the service is terminated,
  - c. interruptions of a service which continue because of the failure of the end user to authorize replacement of any element of Special Construction, as set forth in E14.2.6 following,
  - d. negligence, or a willful act by the end user, or
  - e. suspension of service for non-payment of charges.
- commitments missed during or as a result of labor difficulties, governmental orders, civil commotion, criminal actions
  against the Company, natural or man-made disasters, war, general network failures, a declared national emergency, or
  any other circumstances beyond the control and/or knowledge of the Company,
- 4. service(s) provided in conjunction with disaster relief,
- 5. BellSouth SWA service in Section 6 of Tariff FCC No. 1, or
- 6. Interexchange Carrier services.

ISSUED: February 9, 2018 ISSUED: October 8, 2008

EFFECTIVE: February 10, 2018 EFFECTIVE: October 29, 2008

BY: Joe York, President -FLBY: Marshall M. Criser III, President -FL Jacksonville, FloridaMiami, Florida

# **SUBJECT INDEX**

C.	
SUBJECT	SECTION
Calling Party Number	E6.
Cancellation of an Access Order	E5.
Carrier Access Capacity	E4., E16.
Carrier Common Line Access	E3.
Carrier Selection Parameter	E6.
Central Office Channel Interface	E7.
Changes and Substitutions (General Regulations)	E2.
Charge Number	E6.
Claims and Demands for Damages	E2.
Clear Channel Capability	E7.
(DELETED)	
Commitment Guarantee Program	E2.
Common Channel Signaling Access Capability (BellSouth SWA CCSAC)	E6.
Common Switching.	E6.3
Compensation Rate	E2.4
Concurring Carriers	E1.
Connections.	E2.
Contract Service Arrangements.	E12.3
Controller Arrangement	E13.3
Cooperative Scheduled Testing (CST)	E13.3
Cost Assessment Charge	E2.
Credit Allowance for BellSouth Directory Assistance Access Service	E9.4
Credit Allowance for Service Interruptions.	E2.
(DELETED)	
Customer Change Activity Service (BellSouth Customer Change Activity Service)	E13.3
Customer Name and Address (BellSouth Customer Name and Address)	E13.3

BELLSOUTH

ACCESS SERVICES TARIFF ACCESS SERVICE TARIFF

<u>First Revised Page 3 Original Page 3</u>
<u>Cancels Original Page 3</u>

 $\frac{\text{TELECOMMUNICATIONS}}{\text{FLORIDA}} \text{TELECOMMUNICATIONS}, \text{INC.}$ 

ISSUED: February 9, 2018 ISSUED: July 1, 1996

EFFECTIVE: February 10, 2018 EFFECTIVE: July 15, 1996

BY: Joe York, President -FLBY: Joseph P. Lacher, President -FL Jacksonville, Florida Miami, Florida

# E2. GENERAL REGULATIONS<sup>1</sup>

(N)

#### CONTENTS

Ξ2	.4 Pay	yment Arrangements and Credit Allowance	18	
	E2.4.1	Payment of Rates, Charges and Deposits	18	
	E2.4.2	Minimum Periods	23	
	E2.4.3	Cancellation of an Order for Service	24	
	E2.4.4	Credit Allowance for Service Interruptions	24	
	E2.4.5	Provision For Gross Receipts Tax	27	
	E2.4.6	Re-establishment of Service Following Fire, Flood or Other Occurrence	27	
	E2.4.7	Title or Ownership Rights	28	
	E2.4.8	Billing of Access Service Provided By Multiple Companies	28	
	E2.4.9	Optional Payment Plan	35	
	E2.4.10	Service Installation Guarantee	45	
	E2.4.11	Reserved for Future Use Cost Assessment Charge (CAC)	46	<u>(T)</u>
	E2.4.12	Reserved for Future Use	46	
	E2.4.13	Reserved for Future Use	46	
	E2.4.14	Reserved for Future Use	46	
	E2.4.15	Reserved for Future Use	46	
	E2.4.16	Commitment Guarantee Program	<del>46 <u>47</u></del>	<u>(T)</u>
Ξ2	.5 C	onnections	48	
	E2.5.1	General	48	

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

(C)

**(€)** 

(C)

(N)

(N)

(M)

ISSUED: February 9, 2018 ISSUED: May 31, 2013

EFFECTIVE: February 10, 2018 EFFECTIVE: July 2, 2013

BY: Joe York, President -FLBY: Marshall M. Criser III, President -FL Jacksonville, FloridaMiami, Florida

#### **E2. GENERAL REGULATIONS**

# E2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### **E2.4.10** Service Installation Guarantee (Cont'd)

- E. Service Installation Guarantees do not apply: (Cont'd)
  - 2. to service requiring Special Construction as set forth in Section E14. following,
  - 3. to Specialized Service or Arrangements or Individual Case Basis filings,
  - 4. for jointly provisioned services,
  - 5. to BellSouth Virtual Expanded Interconnection service arrangements, except for the cross-connect element, as set forth in E20.1.6 following, or
  - 6. to other telephone companies concurring in the rates and regulations of the Company; provided however, that the following telephone company does also concur in the preceding provisions of Section E2.4.10 of this intrastate Tariff and Section 6 of Tariff FCC No. 1.

Vista-United Telecommunications

7. to BellSouth SWA or Dedicated Access installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

#### E2.4.11 Reserved for Future UseCost Assessment Charge (CAC)

A. A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Company as being exempt from application of the Federal Universal Service Fund (FUSF).

<u>Description</u> Monthly Rate (N)

Cost Assessment Charge (CAC)
Transport services

1.74%
(N)

- BellSouth Metro Ethernet Service (N)

- AT&T Switched Ethernet Service (N)

- AT&T Dedicated Ethernet Service

#### **E2.4.12** Reserved for Future Use

E2.4.13 Reserved for Future Use

**E2.4.14** Reserved for Future Use

**E2.4.15** Reserved for Future Use

#### **E2.4.16 Commitment Guarantee Program**

A. General

The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company.

2. The failure of the Company to meet its commitment will result in a credit being applied to the end user's bill, when contact is initiated by the end user, unless an exception is applicable.

Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to end users by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this Tariff.

#### B. Application

. In the event Company contact is initiated by the end user, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 on an end user's account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the end user's bill.

ISSUED: February 9, 2018ISSUED: May 31, 2013

Third Revised Page 47 Second Revised Page 47

(T)

(M)

(M)

(M)

(M)

(T)

(M)

Cancels Second Revised Page 47 Cancels First Revised Page 4

EFFECTIVE: February 10, 2018 EFFECTIVE: July 2, 2013

BY: Joe York, President -FLBY: Marshall M. Criser III, President -FL Jacksonville, FloridaMiami, Florida

#### **E2. GENERAL REGULATIONS**

# E2.4 Payment Arrangements and Credit Allowances (Cont'd)

# E2.4.16 Commitment Guarantee Program (Cont'd)

#### A. General

- 1. The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company.
- 2. The failure of the Company to meet its commitment will result in a credit being applied to the end user's bill, when contact is initiated by the end user, unless an exception is applicable.
- 3. Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to end users by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this Tariff.

#### **B.** Application

1. In the event Company contact is initiated by the end user, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 on an end user's account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the end user's bill.

#### B. Application (Cont'd)

- 2. One credit will apply, under the provisions of 1. preceding, per end user commitment missed.
- 3. More than one attempt to invoke the guarantee, for the same commitment and end user, will be disallowed.
- 4. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
- 5. The guarantee is applicable to services provided in this Tariff except as noted in C. following.
- 6. Receipt of a credit under the provisions of 1. through 5. preceding will have no effect on recurring rates, nonrecurring charges, or minimum service periods according to the appropriate schedules for services filed elsewhere in this Tariff.
- 7. Credits issued to an end user's account, in excess of the total monthly rate in any one monthly billing period, may be applied to the following monthly billing period.
- 8. When service is terminated, any credit due will be applied to the final amount due the Company.
- 9. The program may be suspended by the Company during or following a natural disaster.

#### C. Exceptions

The Commitment Guarantee Program credit will not apply to:

- 1. commitments missed as a result of action initiated by, or information omitted by, the end user, any other end user, or any third party,
- 2. maintenance requests resulting from:
  - a. interruptions of service due to the failure of equipment or systems provided by others,
  - b. interruptions of a service where the Company is not afforded access to the premises where the service is terminated,
  - c. interruptions of a service which continue because of the failure of the end user to authorize replacement of any element of Special Construction, as set forth in E14.2.6 following,
  - d. negligence, or a willful act by the end user, or
  - e. suspension of service for non-payment of charges.
- commitments missed during or as a result of labor difficulties, governmental orders, civil commotion, criminal actions
  against the Company, natural or man-made disasters, war, general network failures, a declared national emergency, or
  any other circumstances beyond the control and/or knowledge of the Company,
- 4. service(s) provided in conjunction with disaster relief,
- 5. BellSouth SWA service in Section 6 of Tariff FCC No. 1, or
- 6. Interexchange Carrier services.