

**TITLE PAGE**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of alternative local exchange telecommunications services by the City of Daytona Beach, Florida, with principal offices located at 301 Ridgewood Avenue, Daytona Beach, Florida 32114. This price list applies to services provided within the State of Florida and subject to the jurisdiction of the Florida Public Service Commission. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the City's principal place of business.

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ISSUED: May 30, 2003

BY:

Richard F. Quigley  
City Manager  
City of Daytona Beach  
301 Ridgewood Avenue  
Daytona Beach, Florida 32114

EFFECTIVE: June 9, 2003

**CHECK SHEET**

The sheets of this price list are effective as of the date shown at the lower right-hand corner of each 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 of the lower right-hand corner of this sheet.

SHEET	REVISION LEVEL	SHEET	REVISION LEVEL
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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**SYMBOLS**

The following symbols will be used in this price list for the purposes indicated below:

- |          |    |  |
|----------|----|--|
| <b>D</b> | -- | Delete or discontinue  |
| <b>I</b> | -- | Change resulting in an increase to a customer's bill           |
| <b>M</b> | -- | Moved from another price list location                         |
| <b>N</b> | -- | New  |
| <b>R</b> | -- | Change resulting in a reduction to a customer's bill           |
| <b>T</b> | -- | Change in text or regulation but no change to a rate or charge |

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**PRICE LIST FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right-hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be sheet 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right-hand corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, *etc.*, the most current sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).l).

**D. Check Sheets** - When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*, the format, *etc.* remains the same, just revised revision levels on some sheets). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS**

**Authorized User** – Any person, firm, corporation, partnership, or other entity who is authorized by a Customer to be connected to or to use the City's services.

**Basic Local Calling Area** – A geographic area which includes the Customer's exchange and any other exchange to which the End User may make telephone calls without Extended Calling Service or Extended Area Service charges and without toll charges.

**City** – The City of Daytona Beach, including any agency of or any other entity acting for or on behalf of the City and any officer, official, employee, agent, representative, or designee of the City, agency, or entity.

**Commission** – Florida Public Service Commission.

**County** – The County of Volusia, including any agency of or any other entity acting for or on behalf of the County and any officer, official, employee, agent, representative, or designee of the County, agency, or entity.

**Customer** – A person, firm, corporation, partnership, or other entity who is responsible for paying all charges for use of the City's service and complying with all terms and conditions of this price list.

**End User** – A person, firm, corporation, partnership, or other entity who uses services provided pursuant to this price list and who may or may not also be a Customer. The End User is responsible for payment of all charges for use of the City's service except in cases where charges are accepted and paid for by another person or entity (e.g., the Customer).

**Exchange** – A central office (or a group of central offices), together with the lines and other equipment used to connect End Users within a specified geographic area (usually a single city or a city and adjacent communities) to such central office (or group of central offices) to form a system over which local telephone service is provided without toll charges.

**Extended Calling Area** – A geographic area which includes both the Customer's exchange and one or more other exchanges to which the End User may make telephone calls for usage fees but without toll charges. An Extended Calling Area is coterminous with the Customer's LATA in all cases except those where this price list specifies some other geographic area as the Extended Calling Area.

**Extended Calling Service or "ESC"** – A telephone service which allows the End User to make telephone calls to one or more other exchanges which are part of the Customer's Extended Calling Area for usage fees.

**Extended Area Service or "EAS"** – A telephone service which allows the End User to make calls to one or more other exchanges for designated communities which are part of the Customer's Extended Calling Area for an additional monthly fee.

**Individual Case Basis or "ICB"** – A service arrangement in which the regulations, rates, and charges are developed on a case-by-case basis for a particular Customer.

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**SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS continued**

**Local Access and Transport Area or "LATA"** – A geographic area within which a local exchange carrier may provide telephone and other telecommunications services which is loosely based on the standard metropolitan statistical area (SMSA) for the area.

**Local Calling Area** – A geographic area which includes the Customer's exchange and any other exchange to which an End User may make telephone calls without a toll charge and which may be either a Basic Local Calling Area or an Extended Calling Area.

**Underlying Carrier** – A telecommunications carrier whose network facilities provide the technical capability and capacity used to transmit and receive telecommunications traffic for Customers and End Users.

**Working Day** – Any day on which the City's offices are open to the public for business and the U.S. Mail is delivered.

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the City**

This price list contains the regulations and rates applicable to alternative local exchange telecommunications services provided by the City for telecommunications between points within the City's local exchange service territory in the State of Florida. These services are provided subject to the availability of facilities, the terms and conditions of this price list, and all applicable rules and regulations of the Commission. Communications originate when the Customer obtains access to the City's network directly or through the facilities of another carrier. The City may act as the Customer's agent for ordering access connection facilities provided by another carrier to connect a Customer location(s) to the City's network when authorized to do so by the Customer.

**2.1.1** The services provided by the City are not part of a joint undertaking with any other local exchange or other carrier, but may involve resale of services of an Underlying Carrier(s).

**2.1.2** The rates and regulations contained in this price list apply only to the services provided by the City and do not apply, unless otherwise specified, to the services, facilities, equipment, or lines provided by a local exchange or other carrier for use in obtaining access to the City's services.

**2.2 Use of Service**

**2.2.1** The services provided pursuant to this price list are provided on a monthly basis unless otherwise stated in this price list.

**2.2.2** The services provided pursuant to this price list are available for use twenty-four (24) hours per day, seven (7) days per week.

**2.2.3** The services provided pursuant to this price list may be used for any lawful purpose for which the service is technically suited, subject to the limitations set forth in section 2.3.

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**SECTION 2 – RULES AND REGULATIONS** continued

- 2.2.4 The City may require an applicant for service, Customer, or End User who intends to use the City's offerings for resale, shared, or joint use to file a statement with the City confirming that use of the City's services will comply with all applicable laws and regulations, including Commission regulations and other requirements.
- 2.2.5 A Customer or End User may transmit or receive information or signals via the City's facilities in any form that is compatible with the City's equipment.

**2.3 Limitations of Service**

- 2.3.1 The City may limit, suspend, or discontinue service as necessary to respond to conditions beyond its control including, without limitation, revision, alteration, or repricing of the service offerings of an Underlying Carrier or legal impediments or barriers to the City's provision of service.
- 2.3.2 The City's services may not be used in violation of this price list, for any unlawful purpose, or for any use for which the Customer or End User has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- 2.3.3 The City's services are offered subject to the availability of the necessary facilities and equipment.
- 2.3.4 The City is not liable for errors in transmission or for failure to establish connections.
- 2.3.5 The City's services may not be used to make calls which a reasonable person might expect would frighten, abuse, torment, or harass a person.
- 2.3.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this price list, this price list will prevail.
- 2.3.7 Title to all equipment provided by the City in connection with provision of service under this price list remains with the City.

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**SECTION 2 – RULES AND REGULATIONS** continued

- 2.3.8 The quality of a service provided to an End User when the City is acting as a reseller will be equal to the quality of service received from the City's underlying carriers.

**2.4 Assignment and Transfer**

All facilities provided in connection with this price list are directly or indirectly controlled by the City. A Customer or End User may not transfer or assign the use of facilities without the express written consent of the City.

**2.5 Liability of the City**

- 2.5.1 The City's liability for damages arising from any interruption, error, or other defect in service or transmission which occurs in the course of providing service or facilities, will, in no event, exceed the lesser of one hundred dollars (\$100) or an amount equivalent to the proportionate charge to the Customer for the period during which the defects in service or transmission occurred. Except as set forth in this section, the City will not be liable for any damages, business interruption, expense, or loss of profits arising out of any interruption, error, or other defect in service or transmission or any other cause. In the event of any interruption, error, or other defect in service or transmission, neither the City nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service will be liable for any damages, business interruption, expenses, or loss of profits. Moreover, any interruption, error, or other defect in service or transmission, which is caused in whole or in part by the negligence or willful act of the Customer, End User, or joint user or which arises from the use of facilities or equipment provided by the Customer, will not result in imposition of any liability on the City.

- 2.5.2 The City will not be liable for any claim or loss, expense, or damage for any interruption, error, or other defect in any service or transmission provided under this price list, if caused by any person or entity other than the City, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or government, or by any other cause beyond the City's direct control.

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**SECTION 2 – RULES AND REGULATIONS continued**

**2.5.3** This price list does not limit any liability of the City for gross negligence or willful misconduct. With respect to any other claim or lawsuit by a Customer or End User, the Customer will indemnify and hold harmless the City against claims or lawsuits for: (a) injury to or death of any person or for damage to any property which arises from the use, placement, or presence of the City's equipment, facilities, and associated wiring on the Customer's premises; (b) libel, slander, invasion of privacy, or infringement of copyright arising directly or indirectly from the material transmitted or received by the Customer or End User over the City's facilities or by use of the services provided by the City; (c) infringement of patents arising from combining with, or using in connection with, facilities provided by the City and facilities provided by the Customer or End User; and (d) all other claims arising from any act or omission of the Customer or End User in connection with the services or facilities provided by the City. Agents and employees of other carriers will not be deemed to be agents or employees of the City in any circumstance.

**2.6 Customer Responsibility**

**2.6.1** All Customers will assume general responsibilities in connection with the provision and use of the City's service. When facilities or equipment provided by other persons or entities are connected to the City's facilities, the Customer will assume additional responsibilities. The Customer's responsibilities include the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service provided by the City, and complying with all City regulations governing the service. The Customer is also responsible for assuring that its End Users comply with the City's regulations.
- B.** When placing an order for service, the Customer must provide:
  - 1. The names and addresses of the persons responsible for payment of charges for service, and
  - 2. The names, telephone numbers, and addresses of the Customer's contact person(s).

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**SECTION 2 – RULES AND REGULATIONS continued**

- C. The Customer must pay the City for the replacement or repair of the City's equipment when the damage results from:
1. The negligence or willful act of the Customer or its End Users;
  2. Improper use of service; or
  3. Any use of equipment or service provided by other persons or entities.

**2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment provided to the Customer for transmission of calls and other service via the City's service. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as a result of:

1. Any delegation of authority resulting in the use of the Customer's equipment and/or services which results in the transmission of calls or other service via the City's service;
2. Any use of the City's services, including calls or other services which were not authorized by the Customer; and
3. Any calls placed by or through the Customer's equipment via any remote access feature(s).

**B. Disputed Charges**

Any objections to billed charges must be reported to the City (or its billing agent) in writing not later than twenty (20) days after the closing date specified on the invoice or statement issued to the Customer or End User. The City will make adjustments in a bill if adjustments are appropriate and warranted by the circumstances.

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**SECTION 2 – RULES AND REGULATIONS continued****C. Subaccounts**

A Customer may request the City to assign one or more subaccounts for billing purposes and to submit invoices for subaccounts to another entity (or other entities) designated by the Customer to make payments to the City. These requests will not affect the liability of the Customer, who is solely liable to the City for payment of all invoices for service requested and obtained by Customer, whether invoiced by the City to the Customer or to another person or entity designated by the Customer.

**2.6.3 Taxes, Fees, and Surcharges**

- A.** The rates specified in this price list do not include federal, state, and local taxes, assessments, surcharges, or fees, including (but not limited to) sales and use taxes, gross receipts taxes, communications services taxes, regulatory fees, excise taxes, universal service charges, and utility taxes. These items will be listed as separate items on the Customer's or End User's bill and charged to the Customer or End User.
- B.** The City may impose additional charges on Customers and End Users to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to other persons or entities (e.g., subscriber line charges, number portability charges). The City may also impose additional charges to cover the administrative cost of collecting these amounts and paying them to other persons or entities. These items will be listed as separate items on the Customer's or End User's bill and charged to the Customer or End User.
- C.** To the extent that the City, other political subdivision, or other local government imposes and collects from the City a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such tax or fee will, to the extent allowed by law, be billed on a *pro rata* basis to the Customer receiving service from the City within the territorial limits of the City or such political subdivision or local government.

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**SECTION 2 – RULES AND REGULATIONS continued**

- D. Service to a particular Customer or End User will not be subject to a particular tax if the Customer provides the City with written verification, acceptable to the City and to the relevant taxing jurisdiction, that the Customer has been granted an exemption to or is not subject to the tax in question.

**2.6.4 Deposits**

The City may require a Customer to pay a deposit, which may be in addition to an advance payment, in any case in which the City deems a deposit necessary to safeguard its interests. The City may require payment of a deposit before furnishing a service to a Customer and may hold any or all of a deposit as a guarantee for payment of future charges to the Customer. Payment of a deposit does not relieve the Customer of the obligation to make prompt payment of charges owed by the Customer. The City may return any or all of a deposit to the Customer or credit any or all of a deposit to the Customer's account at any time and shall, following termination of service, return the amount of the deposit which is left over after subtracting outstanding charges owed by the Customer.

**2.6.5 Advance Payments**

The City may require a Customer to make an advance payment for service, which may be in addition to a deposit. An advance payment is an amount equal to the estimated charge for one (1) month of service and is required to be paid prior to the furnishing of that service. The City will apply any advance payments collected from a Customer against the amount owed by the Customer for the service for the period covered by the advance payment.

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**SECTION 2 – RULES AND REGULATIONS** continued**2.7 Credits for Service Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility, or circuit as inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. Credits for service interruptions are subject to the regulations specified in this section 2.7. For purposes of this section 2.7, a service interruption does not include: (a) a service difficulty period (examples of service difficulties include a slow dial tone, a busy circuit, a network or switching capacity shortage); or (b) a period during which the City suspends or terminates service because of nonpayment of bills, unlawful or improper use of facilities or service, or any other reason set forth in Commission rules or this price list.
- 2.7.2** If the Customer reports a service, facility, or circuit as inoperative but declines to release it for testing and repair or refuses to provide access to its premises for testing and repair by the City, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility, or circuit deemed to be impaired by the City.
- 2.7.3** Credits for interruption periods which are due to the negligence of the Customer or to the failure, malfunctioning, or use of services, equipment, or facilities provided by the Customer (or any person or entity other than the City) are subject to the general liability provisions established by section 2.5 of this price list. It is the Customer's obligation to notify the City immediately of any service interruption for which the Customer is seeking a credit.
- 2.7.4** The Customer is responsible for payment of service charges based upon time and materials or visits by the City to the premises of the Customer in any case in which the service interruption or difficulty is due to the negligence of the Customer or the failure, malfunctioning, or use of equipment or facilities provided by the Customer (or any person or entity other than the City).

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**SECTION 2 – RULES AND REGULATIONS** continued

**2.7.5** The Customer will be credited for an interruption of two (2) or more continuous hours at the rate of 1/720th of the monthly recurring charge for the services affected for each hour of interruption of service. However, the Customer is entitled to a credit for an interruption only if it reports the interruption to the City within thirty (30) days of the date of the commencement of the interruption. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be two (2) or more continuous hours)

B = total monthly recurring charge for affected service

**2.8 Termination of Service by a Customer**

A Customer may terminate service by providing the City at least thirty (30) days' advance notice of the date for termination of service. The City will hold the Customer responsible for payment of all bills for service provided prior to the termination date. The City may, at its discretion, reduce or eliminate the requirement for thirty (30) days' advance notice.

**2.9 Termination of Service by the City**

**2.9.1** Without incurring any liability, the City may, after giving five (5) Working Days' notice in writing to the Customer and the opportunity to comply with the rules or remedy any deficiency within that time period, discontinue service to a Customer or withhold the provision of ordered or contracted services:

- A. For failure to comply with any law or regulation of the State, City, County, or any governmental entity pertaining to the City's service;
- B. For use of the City's service for any purpose other than the purpose described in the Customer's application;
- C. For failure or refusal to provide access to the City for the purpose of inspecting and maintaining equipment or facilities owned or provided by the City;

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**SECTION 2 – RULES AND REGULATIONS continued**

- D. For violation of any provision of this price list or any Commission regulation; or
  - E. For failure to pay any amount due to the City for services (the City is not required to provide advance notice in extreme cases of failure to pay; the City will not discontinue service for initial nonpayment of a current bill on a day the City's business office is closed or on a day preceding a day the business office is closed).
- 2.9.2** Without incurring any liability and without providing any advance notice to the Customer, the City may immediately limit or discontinue service to a Customer or withhold the provision of ordered or contracted services:
- A. For any use of service, equipment, or facilities which adversely affects the City's service, equipment, or facilities or service provided to any other Customer or End User;
  - B. In the event of hazardous conditions or tampering with any services, equipment, or facilities owned or provided by the City;
  - C. In the event of unauthorized, unlawful, or fraudulent use of the City's service (if service is discontinued for unauthorized, unlawful, or fraudulent use of service, the City may, before restoring service, make or require the Customer to make, at the Customer's own expense, all changes in facilities or equipment necessary to eliminate any such use, to provide other assurances that such use will not reoccur, and to pay an amount to the City equivalent to the loss in revenues resulting from such use); or
  - D. By reason of any order or decision of the Commission, a court, or other governmental entity prohibiting the City from providing service.

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**SECTION 2 – RULES AND REGULATIONS** continued**2.10 Access Connection Facilities**

The City's service may be connected with the services or facilities of other carriers. Such service or facilities will be provided in accordance with the terms, rates, and conditions established by the other carrier. The Customer is responsible for all charges associated with establishing and using access connection facilities provided by another carrier in connection with the City's service. The Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility between the City's service and the services or facilities of another carrier.

**2.11 Terminal Equipment**

The City's service may be used with or terminated at terminal equipment and other facilities, including private branch exchange and key systems or single line, multiline, and pay telephones. The Customer is responsible for ensuring that any such equipment and facilities provided by the Customer is compatible with and properly interfaces with the City's service. Any such terminal equipment and other facilities used by the Customer must be either certified by the FCC (or some other appropriate certifying body) as technically acceptable for direct connection to the City's service or connected to the City's service by protective interface devices which comply with generally accepted minimum standards in the telecommunications industry for such devices. The Customer will be responsible for all costs at the Customer's premises, including personnel, wiring, and electrical power, incurred in using the City's service.

**2.12 Inspection, Testing, and Adjustment**

Upon reasonable notice, the Customer will provide the City with access to the Customer's premises to conduct any tests and make any adjustments which may be necessary to maintain or improve the service provided by the City. No interruption allowance will be provided for the time in which these tests and adjustments are made unless such interruption exceeds twenty-four (24) hours and the Customer submits a request for a credit for the interruption.

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**SECTION 2 – RULES AND REGULATIONS continued**

**2.13 900, 976, and 700 Numbers**

The City does not provide 900, 976, or 700 number or similar pay-per-call services. Customer calls placed to these numbers will be routed to the local or interexchange carrier which provides the service. The Customer may contact the City to request blocking of access to these numbers or this service.

**2.14 Applicable Law**

This price list will be subject to and construed in accordance with Florida law.

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1 General Rules for Local Exchange Service**

The City provides local exchange service for communications originating or terminating within the State. Basic service provided by the City includes access to 911 service, operator services, and relay services and is available at a flat rate for unlimited local calling.

The City may charge monthly fees, usage fees, or a combination of monthly and usage fees. In cases where monthly fees are charged, the charge may be dependent upon one or more variables, including number and capacity of lines and connections, number and nature of features, and the Customer's local calling area. In cases where usage-based fees are charged, the charge may be a variable measured charge which is dependent upon one or more variables, including the duration, distance, time of day, day of the week, and volume of use or number of calls per billing cycle or other designated period.

The City may develop ICB arrangements for an existing or potential Customer to provide any service that the City is capable of providing but which is not offered under this price list or to provide a service which is offered under this price list pursuant to a competitive bid. Rates provided under ICB arrangements, including rates provided pursuant to a competitive bid, may be different than those specified in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

A Customer may resell or rebill the City's service only if it has obtained a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

**3.2 Call Completion Rate**

The call completion rate for both end-to-end Feature Group C & D service and all other calls will be at least ninety percent (90%) of attempted calls during the City's busy hour. This call completion rate will be calculated by dividing the number of calls completed (completed calls include calls which receive a busy signal or which are not answered by the called party) by the number of calls attempted.

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**SECTION 3 – DESCRIPTION OF SERVICES continued****3.3 Timing of Calls**

In cases where charges are based on the duration of calls or transmissions, duration will be calculated on the basis of the following criteria except as otherwise specified in this price list:

- 3.3.1** A call will be deemed to begin for purposes of calculating charges when the called station is answered (*i.e.*, when two-way communications are established).
- 3.3.2** A call will be deemed to end for purposes of calculating charges when one of the parties to the call disconnects from the call.
- 3.3.3** A call will be measured in increments (with each increment rounded up to the next whole increment) of the unit (*e.g.*, a minute, a six-second increment) which is used in section 4 of this price list to specify rates for the service.
- 3.3.4** The City will not knowingly bill for unanswered calls.

**3.4 Rate Periods**

The City does not offer time-of-day or day-of-week discounts.

**3.5 Calculation of Distance**

Usage charges for mileage sensitive services are based on the airline distance between rate centers associated with the originating and terminating points of the call or transmission. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The City uses the rate centers and associated vertical and horizontal coordinates that are provided by Bell Communication Research in its NPA-NXX V&H Coordinate Tape and AT&T Tariff.

Formula: 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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**SECTION 3 – DESCRIPTION OF SERVICES continued****3.6 Holidays**

The City does not offer holiday discounts.

**3.7 Travel Card Service**

The City may offer travel card service. Travel card service is a service which allows Customers and Authorized Users to place calls at locations other than the Customer's premises and to charge those calls to the Customer's account. Travel card service is used by dialing an access number and additional authorizing numbers (as appropriate) in addition to the number called.

**3.8 Promotional Offerings**

The City may offer special promotions of new or existing services for limited time periods pursuant to a price list issued in accordance with Commission regulations, which specifies the charges which are being reduced or waived, the persons and entities who are eligible for the promotion, and the beginning and ending dates of the period in which the reduction or promotion is in effect.

**3.9 Emergency Calls**

Emergency 911 calls will be completed at no charge to the Customer or End User. Access to 911 service will be maintained during the duration of a temporary disconnection of a residential Customer's local service for nonpayment of the Customer's bill.

**3.10 Miscellaneous Services****3.10.1 Returned Check**

If payment is made by a check or a similar instrument which is returned to the City as unpaid by a bank or another financial institution for any reason, the City will charge the Customer a returned check fee. In addition, the Customer may be required to replace the returned check with a payment in cash or a cash equivalent (e.g., a cashier's check, certified check or money order).

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**SECTION 3 – DESCRIPTION OF SERVICES continued**

**3.10.2 Restoration of Service**

After service to an existing Customer has been discontinued for cause and the Customer requests restoration of service, the City will charge the Customer a fee to cover the cost of restoring service to the Customer.

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**SECTION 4 – RATES**

**4.1 Exchange Service**

**4.1.1 Single Line Service**

**A. Business**

1. Unlimited calling in the basic local calling area

(a) Basic service (one line and no features):

month-to-month service: \$21.50  
connection charge: \$50.40

(b) Full service (one line and all features) (features under the full service package include: call forward on busy, call forward–no answer, call hold, call park, call pickup, call transfer, caller ID, conference calling (up to 6-way conferencing), do not disturb option, hunt group (for rollover), intercom group, last number redial, make set busy, message waiting indicator, music on hold, ring again, speed call, voicemail):

month-to-month service: \$42  
connection charge: \$50.40

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**SECTION 4 – RATES continued**

2. [reserved for future use]
3. [reserved for future use]

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**SECTION 4 – RATES continued**

**B. [reserved for future use]**

**4.1.2 [reserved for future use]**

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**SECTION 4 – RATES continued**

4.2 [reserved for future use]

4.3 [reserved for future use]

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**SECTION 4 – RATES** continued**4.4 Special Rates for Hearing Impaired and Disabled Persons****4.4.1 TDD Service**

The City will charge evening rates (if any) for daytime calls and night rates (if any) for evening and night calls for any call made using a telecommunications device for the deaf (TDD) by a Customer or an End User which is a properly certified business establishment or is equipped with TDDs for communications with hearing or speech impaired persons.

**4.4.2 Telecommunications Relay Service**

In cases where the City bills the Customer for intrastate toll calls received from a telecommunications relay service, the City will provide a discount for such intrastate toll calls which is equal in amount to fifty percent (50%) of the rate applicable to a call which is not received from a relay service. If either the calling or called party indicates that either party is both hearing and visually impaired, then the discount provided by the City for such calls will be equal in amount to sixty percent (60%) of the rate applicable to a call which is not received from a relay service. These discounts apply only to the time-sensitive elements of a charge and do not apply to other per call charges such as credit card surcharges.

**4.4.3 Directory Assistance for Individuals with Disabilities**

The City will not charge a Customer or End User for the first fifty (50) calls made per billing cycle to directory assistance via a line or trunk which serves an individual with a disability or disabilities. For purposes of this provision, the term "disability" means a physical or mental impairment that prohibits a Customer or End User from using a printed telephone directory.

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**SECTION 4 – RATES** continued**4.5 Miscellaneous Charges****4.5.1 Return Check Fee**

The Customer or End User will be charged a return check fee of twenty-five dollars (\$25) for a check or similar instrument which is returned to the City as unpaid by a bank or other financial institution for any reason. At the discretion of the City, this fee may be waived under appropriate circumstances (*e.g.*, a bank error). Further, the City may require the Customer or End User to replace the returned check or other instrument with a payment in cash or its equivalent (*e.g.*, a cashier's check, certified check, money order).

**4.5.2 Restoration of Service Fee**

If service has been discontinued or disconnected for cause, the City may charge a fee for restoring service of fifty dollars (\$50). At the discretion of the City, this fee may be waived under appropriate circumstances.

**4.5.3 Late Payment Fee**

The Customer or End User will be charged a late payment fee of one and one-half percent (1.5%) per month (compounded daily) for any past due balance. At the discretion of the City, this fee may be waived under appropriate circumstances (*e.g.*, a billing dispute).

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