

**BRIGHTSPEED LOCAL TERMS OF SERVICE:
SPECIAL CONSTRUCTION AND PROVISION/EXTENSION OF FACILITIES**
(a.k.a. Line Extensions and Special Construction Services)

CONSTRUCTION CHARGES

This service-specific Local Terms of Service and the company-specific Service Agreement (a.k.a. Standard Agreement, End User Agreement, or Standard Terms and Conditions) located at [Service Agreements | Brightspeed](#), where applicable, govern special construction and the provision/extension of facilities in the following states for the companies shown, each company referred to herein as “Brightspeed”:

Alabama	Brightspeed of Alabama, LLC Brightspeed of Southern Alabama, LLC
Arkansas	Brightspeed of Louisiana, LLC Brightspeed of Arkansas, LLC Brightspeed of Central Arkansas, LLC Brightspeed of Missouri, LLC Brightspeed of Northern Arkansas, LLC Brightspeed of Northwest Arkansas, LLC Brightspeed of South Central Arkansas, LLC Brightspeed of South Arkansas, LLC
Georgia	Brightspeed of Georgia, LLC
Indiana	Brightspeed of Central Indiana, LLC Brightspeed of Southern Indiana, LLC Brightspeed of Indiana, LLC
Michigan	Brightspeed of Central Michigan, Inc. Brightspeed of Michigan, Inc. Brightspeed of Northern Michigan, Inc. Brightspeed of Upper Michigan, Inc.
Mississippi	Brightspeed of Mississippi, LLC
Missouri	Brightspeed of West Missouri, LLC Brightspeed of Missouri, LLC Brightspeed of East Missouri, LLC Brightspeed of Northwest Arkansas, LLC
North Carolina	Brightspeed of Eastern North Carolina, LLC Brightspeed of North Carolina, LLC Brightspeed of Central North Carolina, LLC
Ohio	Brightspeed of Northcentral Ohio, Inc. Brightspeed of Ohio, Inc.
Oklahoma	Brightspeed of Northwest Arkansas, LLC (Oklahoma)
Tennessee	Brightspeed of Western Tennessee, LLC Brightspeed of Eastern Tennessee, LLC Brightspeed of Southern Tennessee, LLC Brightspeed of Appalachia, LLC
Virginia	Brightspeed of Virginia, LLC Brightspeed of Appalachia, LLC

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CONSTRUCTION CHARGES

A. SPECIAL CONSTRUCTION

1. General

- a. Special construction consists of a series of regulations that are designed to protect Brightspeed from undue risk associated with specially constructed facilities and allows Brightspeed to recover costs incurred by the construction of the facilities.
- b. When special construction of facilities is required, the provisions in this *Local Terms of Service* apply in addition to all terms, conditions, and charges set forth in this and any other appropriate service tariff or *Local Terms of Service*. All applicable provisions set forth in this *Local Terms of Service* will be implemented by a written agreement prepared by Brightspeed and signed by the customer.
- c. The terms, conditions, rates and charges applicable for special construction of Brightspeed facilities which are used to provide services under this *Local Terms of Service* are as follows.

2. Conditions Requiring Special Construction

Special construction is required when suitable facilities are not available to meet a customer's order for service and/or a mutually agreed upon facility forecast and one or more of the following conditions exist:

- a. Brightspeed has no other current requirement for the facilities constructed at the customer's request.
- b. The customer requests that service be furnished using a type of facility, or via a route, other than that which Brightspeed would otherwise utilize in furnishing the requested service.
- c. The customer requests or consents to the construction of more facilities than will be utilized as a result of customer actions.
- d. The customer requests construction be expedited resulting in added cost to Brightspeed.
- e. The customer requests that temporary facilities be constructed.
- f. The cost to construct line extension facilities for one or more subscribers exceeds a prudent investment for Brightspeed.
- g. If the customer's actions, e.g. delayed access, result in Brightspeed delaying construction such that the delay results in increased cost of construction e.g. replacing landscaping, boring roadways, etc. the customer is responsible for the additional cost incurred as a result of the delay. Such actions would include expediting construction to provide service which expediting would not have otherwise been needed except for the delay in the start of construction encountered as a result of the customer's actions.

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A. SPECIAL CONSTRUCTION (Cont'd)

2. Conditions Requiring Special Construction (Cont'd)

h. The term "customer" as used in the preceding context also includes those entities, businesses, government agencies or their agents, which request the construction of temporary facilities or create a requirement for the construction of temporary network facilities. The services provided over the temporary facilities may be ordered by and billed to separate end user customers. Examples of such entities or businesses include, but are not limited to, developers, multi-unit property owners, developer agents for homeowner associations, political campaigns, sporting events, concerts, government agencies such as the Federal Emergency Management Agency (FEMA) or the United States Army Corps of Engineers or agents of such agencies or businesses.

3. Ownership of Facilities

Unless specified elsewhere in this *Local Terms of Service*, Brightspeed retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

4. Interval to Provide Facilities

a. Based on available information and the type of service ordered, Brightspeed will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. Brightspeed will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.

b. If the scheduled completion date cannot be met due to circumstances beyond the control of Brightspeed, a new completion date will be established and the customer will be notified.

5. Special Construction Involving Interstate and Intrastate Facilities

When special construction involves facilities used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with Brightspeed's intrastate access tariff(s). Charges for the portion of the construction used to provide interstate service shall be in accordance with Brightspeed Operating Companies interstate tariff(s).

6. Charges of Other Companies

Charges for special construction of facilities provided by another company are developed by the other company and may be applied by Brightspeed under this *Local Terms of Service* on the other company's behalf.

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A. SPECIAL CONSTRUCTION (Cont'd)

7. Special Construction Charges

Charges are applicable for special construction as follows:

- a. Rearrangement and/or Removal Charges
 - 1) When Brightspeed is requested to move, change, rearrange or remove existing plant for which no specific charge is quoted in this *Local Terms of Service*, the person/company at whose request such move or change is made will be required to bear the costs incurred by Brightspeed in complying with the request.
 - 2) Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, Brightspeed will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement. This nonrecurring charge (NRC), developed by dividing the total rearrangement and/or removed cost by the total number of subscribers affected by the ordinance, will be billed as a one-time charge via the customer's bill.
 - 3) Engineering costs including any applicable overhead determined by Brightspeed, associated with investigating a request and/or inquiry about the potential need to relocate Brightspeed facilities will be billed to the person/company at whose request such investigation is conducted. This provision will apply when investigative activity occurs and it is determined a relocation of Brightspeed facilities may/will not be required.
- b. Expedited Order Charge - An expedited order charge applies when a customer requests that construction be completed on an expedited basis and Brightspeed incurs additional costs. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.
- c. Supporting Structures on Private Property - These charges include the costs of planning and building supporting structure on private property. Supporting structure includes poles, conduit, trenching, backfilling and associated costs. In cases where the customer or property owner is unable to provide the structure, Brightspeed, at its discretion, will perform the work and bill the customer or property owner.
- d. Service Entrance Facilities - Entrance facilities include all cable and wire required to reach the normal network interface. When, at the request of the property owner or customer, a special route, network location, network arrangement or duplicate facility is required, special construction charges will apply. The charge will be equal to the additional cost above that which would have normally been incurred if the special route, location or arrangement was not required.

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A. SPECIAL CONSTRUCTION (Cont'd)

7. Special Construction Charges (Cont'd)

Charges are applicable for special construction as follows: (Cont'd)

e. Temporary Facilities

1) Special Construction is considered to be "temporary" if one of the following conditions exist:

a) The facilities are constructed to provide service to a customer for less than the minimum service period or less than one month, whichever is longer.

b) The facilities are constructed and it is known in advance that the newly placed plant will be relocated or removed prior to the end of the normal service life of the plant.

c) Where a developer, owner or agent, requests or consents to Brightspeed constructing facilities to serve subscribers in a development or multi unit complex and Brightspeed, subsequent to start of construction, determines that the developer, owner or agent has contracted with another service provider which results in the termination of use of Brightspeed's facilities or the facilities are stranded or underutilized.

2) If a customer desires to change the service requested from temporary to permanent, such a change will be permitted if the request is made before any initial payment for the temporary service is received by Brightspeed. The customer is liable for any special construction charges for the construction of temporary facilities that cannot be reused or transferred to the permanent facilities.

3) The special construction charges for temporary facilities include all nonrecoverable costs associated with the placement and removal of such facilities.

f. Excess Capacity Charge - An excess capacity charge applies when the customer requests more facilities be placed than are required to satisfy the customer's actual demand for the service. The charge is based on the estimated cost of the unused or underutilized facilities placed to accommodate the customer's projected demand for the service.

g. Charge for Route or Type Other Than Normal - When the customer requests special construction using a route or type of facilities other than that which Brightspeed would normally use, a monthly recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed facilities and the estimated recurring costs of the facilities Brightspeed would normally use. The charge will be no greater than the recurring costs of the specially constructed facilities.

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A. SPECIAL CONSTRUCTION (Cont'd)

7. Special Construction Charges (Cont'd)

Charges are applicable for special construction as follows: (Cont'd)

- h. Lease Charge - A lease charge applies when Brightspeed leases equipment (e.g., portable microwave equipment) in order to provide service to meet the customer's requirements. The amount of the charge is the total added cost to Brightspeed caused by the lease.
- i. Excess Costs - When a customer requests service that involves extraordinary conditions or circumstances and the anticipated costs associated with the service provision do not represent a prudent investment for Brightspeed, then a special construction charge is applicable.
- j. Payment of Special Construction Charges – Payment of charges applicable for Special Construction will be required prior to the start of any construction related activity.
- k. Line Extensions
 - 1) Where telephone facilities are not in place to fulfill an applicant's request for local telephone service, Brightspeed, at its discretion, may extend its facilities to provide the requested service if the costs of the facility extension represent a prudent investment for Brightspeed.
 - 2) Where the costs to extend facilities to accommodate an applicant's request for service do not represent a prudent investment, the applicant may be required to pay a line extension charge equal to all or a portion of the construction charges incurred by Brightspeed to extend the facilities. These charges are in addition to the regularly applicable rates and charges to establish service stated in Brightspeed's *Local Terms of Service*.
 - 3) When the applicant is so located that it is necessary to use private right-of-way/easement to furnish service and Brightspeed is unable to obtain the required right-of-way/easement without cost, the applicant may be required to pay the cost incurred in securing, clearing and retaining such right-of-way. Brightspeed will not proceed with a requested line extension if a satisfactory right-of-way/easement is not provided,
 - 4) For the purpose of this section, costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way/easements for placing all facilities necessary to provide the requested service, including but not limited to channel equipment, feeder, distribution, and drop facilities, electronics, cards, and any applicable overhead, as determined by Brightspeed.
 - 5) Where a line extension charge is applicable, payment will be required prior to the start of any construction related activity.

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CONSTRUCTION CHARGES

B. EXTENSION OF FACILITIES TO SERVE RESIDENTIAL DEVELOPMENTS

1. Terms and Conditions

a. The terms and conditions in this section apply for the following developments:

- 1) Developments for the purpose of constructing single-family detached dwellings or two-family dwellings; multifamily dwellings; or a mix of single-family detached, two-family dwellings and multifamily dwellings.
- 2) Developments for mobile home lots that are individually owned. Brightspeed will provide facilities to a post provided by the owner of the mobile home or mobile home park. The post shall meet the specifications of Brightspeed.
- 3) RV parks platted for long-term residence. Brightspeed will provide facilities to a post provided by the owner of the RV park. The post shall meet the specifications of Brightspeed.

b. For the purpose of this section, a dwelling is any building or portion thereof which is designed or used exclusively for residential purposes. A single-family detached dwelling is designed for and occupied by not more than one family. A two-family dwelling contains two attached dwelling units, designed for and occupied by not more than two families (also called a duplex). A multifamily dwelling is a dwelling containing three or more dwelling units, designed for and occupied by an equal number of families.

c. The following do not fall under the provisions of this section.

- 1) Developments containing less than four single or two-family residential lots. These will be treated according to the terms set forth in Brightspeed's line extension policy in effect at the time.
- 2) Marinas.
- 3) Mobile home parks, except as defined in B.1 .a.2) of this *Local Terms of Service*.
- 4) RV parks, except as defined in B.1.a.3) of this *Local Terms of Service*.

d. A developer's request to Brightspeed to extend facilities to provide service to a residential development shall include, but is not limited to, the following information: a description of the development; an addressed, recorded plat; trench and backfill requirements; reasonable and necessary or otherwise mutually agreed upon requirements for easements, rights-of-way and other similar rights to access the property that are satisfactory to Brightspeed and provided without cost to Brightspeed.

The terms and conditions associated with serving each residential development may vary as appropriate and may include provisions that are different from or additional to those in this section.

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CONSTRUCTION CHARGES

B. EXTENSION OF FACILITIES TO SERVE RESIDENTIAL DEVELOPMENTS (Cont'd)

1. Terms and Conditions (Cont'd)

e. Developer/Builders' Responsibilities and Charges

- 1) When a Developer/Builder requests that Brightspeed construct facilities to serve a residential development, the Developer/Builder will be required to disclose whether or not the Developer/Builder has an arrangement or agreement with another provider to provide communications, facilities and services. If the Developer/Builder has entered into an arrangement or agreement with another provider, Brightspeed is not required to place facilities to and within the development. Brightspeed may agree to place facilities within the development under mutually agreeable terms and conditions.
- 2) If paragraph 1) preceding does not apply, the following charges and responsibilities shall apply:
 - a) The Developer/Builder will provide, without expense to Brightspeed, trench and backfill based on the specifications provided by Brightspeed for the facilities within the development. The Developer/Builder will also provide, as specified by Brightspeed and without expense to Brightspeed, conduit with adequate pull string for the service drop from the serving pedestal or property line to the dwelling. In areas where Brightspeed has trench and backfill agreements with other utilities, the Developer/Builder is responsible for Brightspeed's trench and backfill costs.
 - b) The Developer/Builder shall provide at no cost to Brightspeed a legally sufficient easement to accommodate the placing and maintenance of the facilities (e.g. distribution cables plus terminal pedestals or like devices and access point cabinet) throughout the development. The surface of the easements shall be brought to final grade prior to the installation of buried or underground facilities.
 - c) Where Brightspeed deems it necessary or desirable to use private and/or government right-of-way to place facilities to and within the development, such Developer/Builder shall be required to provide or pay the cost of providing such right-of-way in addition to any other applicable charges. The route established shall be determined by Brightspeed.
 - d) If in the opinion of Brightspeed, construction to and within the development does not constitute a prudent investment, the Developer/Builder will assume that portion of the construction costs that exceed a prudent financial contribution by Brightspeed. For the purpose of this section, construction costs are defined in Section B.1.f.

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B. EXTENSION OF FACILITIES TO SERVE RESIDENTIAL DEVELOPMENTS (Cont'd)

1. Terms and Conditions (Cont'd)

e. Developer/Builders' Responsibilities and Charges (Cont'd)

2) If paragraph 1) preceding does not apply, the following charges and responsibilities shall apply: (Cont'd)

e) The Developer/Builder may request an engineering quote to be performed to establish an estimated construction charge by Brightspeed. For the purpose of this section, Brightspeed will provide an engineering quote of the construction charges to the Developer/Builder for a fee of \$300. All quotes are valid for thirty (30) days from the date they are presented to the Developer/Builder. This fee is non-refundable.

f) All costs payable by the Developer/Builder shall be paid prior to the start of any construction.

f. For the purpose of this section, construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of all facilities necessary to provide service to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by Brightspeed.

g. For the purpose of this section, facilities means feeder facilities and distribution facilities, including but not limited to the communications cable, wire, standard network interfaces, pedestals and terminals necessary to enable end-users to arrange to have communications services to their living unit activated in the future from a standard network interface, as well as any necessary structures including but not limited to communications conduit, sleeveings, and pull strings. Title to all facilities placed by or for the benefit of Brightspeed to provide services to the development shall belong solely to Brightspeed.

h. Brightspeed will not provide facilities at the request of a Developer/Builder within new developments which meet the conditions listed in this section, absent the execution of a written agreement.

i. To the extent that the terms and conditions in this section conflict with any terms and conditions of any other section within this *Local Terms of Service*, the terms and conditions set forth in this section and/or a written agreement shall control.

2. Developer Non-Participation

If a Developer/Builder does not accept the terms and conditions in this section, Brightspeed, at its option, may accept requests for service from individual customers in the subdivision/development area as provided for in Brightspeed's line extension policy in effect at that time.

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C. PROVISION OF FACILITIES TO SERVE COMMERCIAL DEVELOPMENTS AND STRUCTURES

1. The terms for extending service onto commercial developments and/or commercial structures are detailed below. Where a building or property is mixed residential/commercial, the rules for commercial developments will apply.
2. When a Developer requests that Brightspeed construct facilities to serve a commercial development, the Developer will be required to disclose whether or not the Developer has an arrangement or agreement with another provider to provide communications, facilities and services. If the Developer has entered into an arrangement or agreement with another provider, Brightspeed is not required to place facilities to and within the development. Brightspeed may agree to place facilities within the development under mutually agreeable terms and conditions.
3. Where a Developer requests that Brightspeed construct facilities to provide service to a new commercial development/structure, and the financial risk, in the judgment of Brightspeed, does not constitute a prudent investment, the Developer will assume that portion of the construction costs that exceeds a prudent financial contribution by Brightspeed.
4. The Developer may be the property owner, the owner's agent, contractor, developer, or any legally authorized individual, company, or corporation acting on behalf of the property owner with the authority to bind the property owner.
5. For the purpose of this section, construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of all facilities necessary to provide service to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by Brightspeed.
6. For the purpose of this section, facilities mean feeder facilities and distribution facilities, including but not limited to the communications cable, wire, standard network interfaces, pedestals and terminals necessary to enable end-users to arrange to have communications services to their unit activated in the future from a standard network interface, as well as any necessary structures including but not limited to communications conduit, sleeveings, and pull strings. Title to all facilities placed by or for the benefit of Brightspeed to provide services to the development shall belong solely to Brightspeed.
7. All costs payable by the Developer shall be paid prior to the start of any construction.

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C. PROVISION OF FACILITIES TO SERVE COMMERCIAL DEVELOPMENTS AND STRUCTURES
(Cont'd)

8. The terms and conditions associated with the provision of facilities to serve a commercial development/structure will be specified on an individual case basis and agreed to by Brightspeed and the Developer. This will include the requirements of the Developer and Brightspeed with respect to easements, rights-of-way, conduit systems, entrance conduit, trench and backfill, surface grading, facilities demarcation, conduit within commercial structures, intra-building facilities distribution, equipment rooms, electrical, grounding, etc., as the case may be. Specific requirements will be communicated to the property owner and/or Developer as needed prior to the construction of any facilities.
9. The terms and conditions of each agreement for provision of facilities to serve a commercial development/structure may vary as appropriate and may include provisions that are different from or additional to those in this section.