

**Charter Fiberlink – Missouri, LLC**

**Local Exchange Tariff**

**P.S.C. Mo. – No. 1**

Tariff for the provision of **residential local exchange service** in the following Southwestern Bell and CenturyTel incumbent exchanges of:

- St. Charles (Southwestern Bell)
  - Harvester (Southwestern Bell)
  - Chesterfield (Southwestern Bell)
  - Pond (Southwestern Bell)
  - Manchester (Southwestern Bell)
  - Eureka (Southwestern Bell)
  - Valley Park (Southwestern Bell)
  - Fenton (Southwestern Bell)
  - Pacific (Southwestern Bell)
  - High Ridge (Southwestern Bell)
  - Sappington (Southwestern Bell)
  - Webster Groves (Southwestern Bell)
  - Kirkwood (Southwestern Bell)
  - Mehlville (Southwestern Bell)
  - 
  - St. Louis (Southwestern Bell)
  - Ladue (Southwestern Bell)
  - Creve Coeur (Southwestern Bell)
  - St. Peters (CenturyTel)
  - Dardenne (CenturyTel)
  - O’Fallon (CenturyTel)
  - Wentzville (CenturyTel)
- (D)  
(D)  
(N)  
(N)  
(N)  
(M)  
(M)  
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**Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs**  
**12405 Powerscourt Drive, St. Louis, MO 63131**  
**Charter Fiberlink – Missouri, LLC**

Issue Date: May 19, 2004

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## LOCAL EXCHANGE TARIFF

REC'D NOV 20 2001

### 1.1. *Application of Tariff*

Service Commission

This Local Exchange Tariff contains regulations, rates and charges applicable to the provision of residential Local Exchange Service ("Service(s)"), provided by Charter Fiberlink – Missouri, a competitive facilities-based provider of residential telephony services ("Telephone Company"), to residential Customers in the rate centers of St. Charles, St. Peters, Dardenne, Harvester and O'Fallon.

End users may purchase Services from the Local Exchange Tariff only to the extent explicitly set forth herein. The Services will not be provided to an end user's location in such a manner that avoids this end user restriction. Local Exchange Services may not be resold.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other Tariffs of the Telephone Company as referenced herein.

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## 1.2. Listing of Waivers

During the Certification process, Charter Fiberlink – Missouri, LLC, requested and received waivers of certain MO PSC statutes and Commission rules for the provision of local basic telecommunications services:

### Statutes

392.210.2	Uniform system of accounts
392.240.1	Rates – rentals – service & physical connections
392.270	Valuation of property (ratemaking)
392.280	Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Stock and debt issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
393-340	Reorganization (s)

### Commission Rules

4 CSR 240.10.020	Depreciation fund income
4 CSR 240-30.010(2) (C)	Posting of Tariffs
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030(4) (C)	Exchange boundary maps
4 CSR 240-33.030	Minimum charges
4 CSR 240.35	Reporting of bypass and customer specific arrangements

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### **1.3. Explanation of Symbols/Tariff Format**

The following symbols are used herein to identify schedule and text changes:

- (D) Discontinued Rate, Treatment or Regulation
- (I) Increased Rate, New Treatment (Increase)
- (M) Move of Text - No Rate Change
- (N) New Rate, Treatment or Regulation
- (R) Reduced Rate, Treatment or Regulation
- (T) Change in Text - No Rate Change
- (Z) Correction of Text – No Rate Change

(T)

The initial issuance of the Local Exchange Tariff will be designated as “Original Page XX” in the header of each page. Thereafter, any revisions filed to the Local Exchange Tariff will be designated using the above symbols to indicate the area of text being changed and the page will be revised to reflect “Xth Revised Page XX”.

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Charter Fiberlink – Missouri, LLC

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## 1.4. Definitions and Terms

### Glossary of Definitions and Terms:

### Service Commission

**Additional Listing** - Any listing of a name or other authorized information in connection with a customer's telephone number in addition to the complimentary listing as identified in the Local Exchange Tariff.

**Application** - A request made orally or in writing for telephone service.

**Authorized Account User** - The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

**Automated Message Accounting (AMA)** - the data recorded at the switch and used to calculate the amount billed to the end user for MCA, local exchange, intraLATA toll and InterLATA toll charges and used to calculate the amount billed to the Interexchange Carrier to bill the access carrier for access charges due to the Telephone Company for use of its network.

**Central Office** - A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**Central Office Line** - A circuit directly connecting an individual with a central office.

**Connecting Company** - A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

**Connector** - See "Switch".

**Connection Charge** - See "Service Charge".

**Construction Charge** - A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Local Exchange Tariffs.

**Continuous Property** - The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

**Contract** - The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

**Cost** - The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

**Customer** - The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company.

**CPE - Customer Provided Equipment** - Devices, apparatus, and/or associated wiring provided by a customer.

**Customer Provision** - Customer purchase or lease of customer-provided equipment from the Telephone Company or from any other supplier.

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**Data Access Arrangement** - A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

**Demarcation Point** - That point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarc Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarc Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

**Exchange Station** - A station connected with a central office of the Telephone Company over its own lines.

**Extra Listing** - See "Additional Listing".

**Harm** - Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

**Individual Line** - An exchange line designed for the connection of a telephone set.

**Initial Service Period** - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

**Installation Charge** - A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically excepted.

**Intercommunicating System** - An arrangement involving two or more stations that enables a user to signal and connect with other stations in the system.

**Interconnection** - The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

**Local Calling Scope (LCS)** - A combined Area in which interexchange telephone service is furnished at a flat rate between two or more exchange areas. See MCA.

**Local Exchange Service** - Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariffs.

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**Local Message** - A completed communication between customers' stations located within the same exchange area or local service area.

**Local Calling Service Area** - The area throughout which communication service is rendered to a customer or users without the application of toll charges.

**Main Terminal** - The termination of a central office line on a customer's premises, usually at a protector.

**Message** - A completed customer call.

**MCA – Metropolitan Calling Area**, an extended local calling area plan that allows free local calling outside of the exchange area as defined by the Missouri PSC. MCA subscribers include all customers of incumbent local exchange carriers and competitive local exchange carriers being served by dedicated NXX codes, identified as MCA NXX codes, pursuant to the Missouri Public Service Commission's Report and Order in Case No. TO-99-483.

**Premises** - The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

**Registered Terminal Equipment** - Equipment registered in accordance with FCC regulations that may be connected to access services of the Telephone Company.

**Residence Service** - Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

**Service Charge** - The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

**Slamming** - is the unauthorized change of a subscriber's local exchange, intraLATA or InterLATA telecommunications carrier.

**Station** - Specific identifying number associated with a location on a communications system.

**Supplemental Facilities or Services** - Services or facilities other than primary service.

**Switch** - A unit of dial switching equipment that provides interconnection between station lines or trunks.

**Tariff** - The schedule of Local Exchange rates and charges, rules and regulations adopted and filed by the Telephone Company and approved by the Missouri Public Service Commission.

**Telecommunications Service Priority (TSP) System** - The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. NSEP telecommunications services are defined by the Federal Communications Commission (FCC) as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States. The TSP System applies only to NSEP services and provides the Telephone Company with a guide to the sequence in which services are to be provisioned and/or

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restored. Regulations, rates and charges for TSP System Service are set forth in the Telephone Company's Tariff Facilities for Intrastate Access.

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Telephone Company – Charter Fiberlink – Missouri, LLC.

Telephone Set - A telephone instrument consisting of a transmitter, receiver, and associated apparatus connected to permit transmission and receipt of telephone messages.

Terminal Equipment - Equipment at the terminal of a communication circuit.

Terminal Equipment Accessories - Devices, apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which when connected to the telecommunications system of the Telephone Company, are connected electrically, acoustically or inductively.

Termination Charge - A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

Underground Service Connection - A customer's "drop" wire that is run underground from a pole line or an underground distributing cable.

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**1.5. Obligation and Liability of the Telephone Company****1.5.1 Availability of Facilities and Equipment**

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits, and equipment

The installation and restoration of Services shall be subject to the regulations set forth in this Local Exchange Tariff

**1.5.2 Interruptions of Service**

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company

The allowance will be limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof made inoperative. No other liability shall in any case attach to the Telephone Company in consideration of such interruptions

**1.5.3 Liability**

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows

If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment

The advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company. The Telephone Company will assure, however, that its local exchange access lines meet the standards outlined in 4 CSR 240-32 060, Engineering and Maintenance

**1.5.4 Directory Errors and Omissions**

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of the Customer's basic monthly service charge for the period from the date of notice of the error to the Telephone Company to the date of issuance of a new directory containing the proper listing

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues

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The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Telephone Company's liability shall be limited to a refund of any monthly charges assessed by the Telephone Company for the basic monthly service charge for the affected service.

### **1.5.5 Transmitting Messages**

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

### **1.5.6 Use of Connecting Telephone Company Lines**

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be at the sole discretion of the Telephone Company.

### **1.5.7 Defacement of Premises**

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. Customers sole remedy for such damage shall be repair of such damage.

### **1.5.8 Call Features**

The Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure or malfunctions of Call Features associated with Telephone Company's Services. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Telephone Company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

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**Caller ID**

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This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls by means of a caller identification display unit. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
- b) Federal, state, and local law enforcement agencies

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. A Customer utilizing Per line blocking can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number on a per call basis to the called party by dialing an access code (\*67 on their touch tone pad) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates per call blocking, the CPN will not be transmitted to a called party. Instead, the called party will receive an anonymous indicator. This anonymous indicator notifies the called party that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the called party subscribes to Anonymous Call Rejection, the calling party will be routed to a Telephone Company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of Caller ID equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Telephone Company assumes no liability and Customer agrees to hold Telephone Company harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Local Exchange Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

**Call Trace**

This feature allows the Customer to dial a special code initializing a Call Trace (identifying callers making calls). If a Call Trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation) as follows:

- The originating telephone number,
- The date and time of the call, and
- The date and time call trace was activated

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**The results of the trace will not be provided to the customer directly**

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When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the customer should contact Telephone Company for further instructions. Activation of Call Trace never authorizes Telephone Company to provide the called party with the name or telephone number of the calling party.

In the event that Call Trace is not available or is unsuccessful, it may be necessary to place a manual trap on the customer's telephone line.

Other call features, not having specific regulatory requirements, are described in Section 1.8.4 of this Local Exchange Tariff.

**900/976 Call Block**

Telephone Company blocks all 900 and 976 calls. At this time, 900/976 unblocking is not available.

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**1.6. Exchanges to Provide Service**

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Exchange	Local Exchange	Expanded Area Service	Zone
<b>SWB Area</b>			
St. Charles	St. Charles	Harvester	MCA-3
Harvester	Harvester	Chesterfield, Pond, St. Charles, St. Peters	MCA-4
Chesterfield	Chesterfield	Manchester, Harvester, Pond plus the Creve Coeur zone of the St. Louis Metropolitan Exchange	MCA-3
Pond	Pond	Chesterfield, Eureka, Harvester, Manchester, Pacific	MCA-4
Manchester	Manchester	Chesterfield, Eureka, Pond, Valley Park plus the Creve Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange	MCA-3
Eureka	Eureka	High Ridge, Manchester, Pacific, Pond, Valley Park	MCA-4
Valley Park	Valley Park	Fenton, Eureka, High Ridge, Manchester plus the Kirkwood zone of the St. Louis Metropolitan Exchange	MCA-3
Fenton	Fenton	Maxville, Valley Park, High Ridge plus the Kirkwood and Sappington zones of the St. Louis Metropolitan Exchange	MCA-3
Pacific	Pacific	Gray Summit, Eureka, Pond	MCA-5
High Ridge	High Ridge	High Ridge-Local Only, Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park	MCA-3

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**1<sup>st</sup> Revised Page 14A  
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Sappington	Sappington	All subscribers in the St. Louis Metropolitan Exchange, Fenton and Maxville; plus Optional Metropolitan Calling Area service subscribers in the Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's exchanges of Orchard Farm.	MCA-1	(N)
Webster Groves	Webster Groves	All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in the Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's exchanges of Orchard Farm.	MCA-1	
Kirkwood	Kirkwood	All subscribers in the St. Louis Metropolitan Exchange, Manchester, Fenton and Valley Park; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Maxville, Imperial,	MCA-2	

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## Charter Fiberlink – Missouri, LLC Local Exchange Tariff

**1<sup>st</sup> Revised Page 14B**  
**Replaces Original Page 14B**

Harvester, Pond, Eureka,  
High Ridge, Antonia, Herculaneum-  
Pevely, Gray Summit, Pacific, Cedar  
Hill, Ware, Hillsboro, Festus-Crystal  
City and DeSoto; CenturyTel's  
Exchanges of St. Peters, O'Fallon,  
Dardenne, Winfield, Troy, Old Monroe,  
Moscow Mills, Wentzville, Foristell,  
New Melle, Defiance and Augusta;  
And Orchard Farm Telephony  
Company's exchanges of Orchard Farm.

Mehlville	Mehlville
-----------	-----------

All subscribers in the  
St. Louis Metropolitan Exchange  
And Maxville; plus Optional Metropolitan  
Calling Area service subscribers  
In Southwestern Bell's exchanges of  
Portage Des Sioux, St. Charles,  
Chesterfield, Manchester, Valley Park,  
Fenton, Imperial, Harvester, Pond,  
Eureka, High Ridge, Antonia,  
Herculaneum-Pevely, Gray Summit,  
Pacific, Cedar Hill, Ware, Hillsboro,  
Festus-Crystal City and DeSoto;  
CenturyTel's exchanges of St. Peters,  
O'Fallon, Dardenne, Winfield, Troy, Old  
Monroe, Moscow Mills, Wentzville, Foristell,  
New Melle, Defiance and Augusta; and  
Orchard Farm Telephony Company's  
Exchanges of Orchard Farm.

MCA-1

**(D)**

**(D)**

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**P.S.C. MO-No.1**

**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**1<sup>st</sup> Revised Page 14C  
Replaces Original Page 14C**

				<b>(D)</b>
St. Louis	St.Louis	All subscribers in the	Principal Zone	<b>(N)</b>
		St. Louis Metropolitan Exchange		<b>(N)</b>
		Plus Optional Metropolitan Calling		<b>(N)</b>
		Area service subscribers in		<b>(N)</b>
		Southwestern Bell's exchanges of		<b>(N)</b>
		Portage Des Sioux, St. Charles,		<b>(N)</b>
		Chesterfield, Manchester, Valley Park,		<b>(N)</b>
		Fenton, Maxville, Imperial, Harvester,		<b>(N)</b>
		Pond, Eureka, High Ridge, Antonia,		<b>(N)</b>
		Herculaneum-Pevely, Gray Summit,		<b>(N)</b>
		Pacific, Cedar Hill, Ware, Hillsboro,		<b>(N)</b>
		Festus-Crystal City and DeSoto;		<b>(N)</b>
		CenturyTel's exchanges of St. Peters,		<b>(N)</b>
		O'Fallon, Dardenne, Winfield, Troy,		<b>(N)</b>
		Old Monroe, Moscow Mills, Wentzville,		<b>(N)</b>
		Foristell, New Melle, Defiance and		<b>(N)</b>
		Augusta; and Orchard Farm Telephony		<b>(N)</b>
		Company's exchanges in East St. Louis		<b>(N)</b>
		and Granite City, Illinois who		<b>(N)</b>
		subscribe to Extended Local Area Service.		<b>(N)</b>
Ladue	Ladue, Overland, Ferguson, River- View, Webster Groves	All subscribers in the St. Louis	MCA-1	<b>(N)</b>
		Metropolitan Exchange; plus		<b>(N)</b>
		Optional Metropolitan Calling		<b>(N)</b>
		Area service subscribers in		<b>(N)</b>
		Southwestern Bell's exchanges		<b>(N)</b>
		Of Portage Des Sioux, St. Charles		<b>(N)</b>
		Chesterfield, Manchester, Valley		<b>(N)</b>
		Park, Fenton, Maxville, Imperial,		<b>(N)</b>
		Pond, Eureka, High Ridge, Antonia,		<b>(N)</b>
		Herculaneum-Pevely, Gray Summit,		<b>(N)</b>
		Pacific, Cedar Hill, Ware, Hillsboro,		<b>(N)</b>
		Festus-Crystal City and DeSoto;		<b>(N)</b>
		Verizon Midwest's exchanges of		<b>(N)</b>
		St. Peters, O'Fallon, Dardenne,		<b>(N)</b>
		Winfield, Troy, Old Monroe, Moscow		<b>(N)</b>
		Mills, Wentzville, Foristell, New Melle,		<b>(N)</b>
		Defiance and Augusta; and Orchard Farm		<b>(N)</b>
		Telephone Company's exchange of		<b>(N)</b>
		Orchard Farm.		<b>(N)</b>

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**P.S.C. MO – No. 1****Charter Fiberlink – Missouri  
Local Exchange Tariff****1<sup>st</sup> Revised Page 14D  
Replaces Original Page 14D**

Ladue	Bridgeton, Florissant, Hazelwood, Spanish Lake	All subscribers in the St. Louis	MCA-2	(N)
		Metropolitan Exchange, plus		(N)
		Optional Metropolitan Calling		(N)
		Area service subscribers in		(N)
		Southwestern Bell's exchanges		(N)
		Of Portage Des Sioux, St. Charles		(N)
		Chesterfield, Manchester, Valley		(N)
		Park, Fenton, Maxville, Imperial,		(N)
		Pond, Eureka, High Ridge, Antonia,		(N)
		Herculaneum-Pevely, Gray Summit,		(N)
		Pacific, Cedar Hill, Ware, Hillsboro,		(N)
		Festus-Crystal City and DeSoto,		(N)
		Verizon Midwest's exchanges of		(N)
		St. Peters, O'Fallon, Dardenne,		(N)
		Winfield, Troy, Old Monroe, Moscow		(N)
		Mills, Wentzville, Foristell, New Melle,		(N)
Creve Coeur	Creve Coeur	Defiance and Augusta; and Orchard Farm		(N)
		Telephone Company's exchange of		(N)
		Orchard Farm.		(N)
		All subscribers in the St. Louis	MCA-2	(N)
		Metropolitan exchange,		(N)
		Chesterfield and Manchester,		(N)
		Plus Optional Metropolitan Calling		(N)
		Area service subscribers in		(N)
		Southwestern Bell's exchanges of		(N)
		Portage Des Sioux, St. Charles		(N)
		Valley Park, Fenton, Maxville, Imperial		(N)
		Harvester, Pond, Eureka, High Ridge,		(N)
		Antonia, Herculaneum-Pevely, Gray Summit,		(N)
		Pacific, Cedar Hill, Ware, Hillsboro		(N)
		Festus-Crystal City and DeSoto,		(N)
		Verizon Midwest's exchanges of		(N)
		St. Peters, O'Fallon, Dardenne,		(N)
		Winfield, Troy, Old Monroe		(N)
		Moscow Mills, Wentzville, Foristell,		(N)
		New Melle, Defiance and Augusta;		(N)
		And Orchard Farm Telephone		(N)
		Company's exchange of Orchard Farm		(N)

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MO PSC**

**P.S.C. MO – No. 1****Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff****Original Page 14E****CenturyTel Area**

St. Peters	St. Peters	Harvester, Augusta New Melle, Foristell Defiance, O’Fallon Dardenne, Wentzville	MCA-4	(M) (M) (M) (M)
Dardenne	Dardenne	St. Peters, O’Fallon Augusta, New Melle Foristell, Defiance Wentzville	MCA-4	(M) (M) (M) (M)
O’Fallon	O’Fallon	St. Peters, Dardenne Augusta, New Melle Foristell, Defiance Wentzville	MCA-4	(M) (M) (M) (M)
Wentzville	Wentzville	Augusta, Dardenne Defiance, Foristell O’Fallon, New Melle, St. Peters	MCA-5	(M) (M) (M) (M)

Calling rules, per line MO PSC, apply to Customers requesting MCA service in the above exchanges as follows: (M)  
(M)

**Principal Zone** subscribers can call##:

- all MCA Principal Zone, MCA-1 and MCA-2 Customers, and all MCA-3, MCA-4 and MCA-5 subscribers. (M)  
(M)

**MCA-1** subscribers can call##:

- all MCA Principal Zone, MCA-1, and MCA-2 Customers, and all MCA-3, MCA-4 and MCA-5 subscribers. (M)  
(M)

**MCA-2** subscribers can call##:

- all MCA Principal Zone, MCA-1, and MCA-2 Customers, and all MCA-3, MCA4 and MCA-5 subscribers. (M)  
(M)

**MCA-3** subscribers can call##:

- all MCA Principal Zone, MCA-1, MCFA-2 and MCA-3 Customers, and all MCA-4 and MCA-5 subscribers. (M)  
(M)

---

## See Figure 1 – MO PSC Local Exchange Map for exchange areas in each MCA Zone

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**Charter Fiberlink-Missouri, LLC  
Local Exchange Tariff**

**Original Page 14F**

**MCA-4 and MCA-5** subscribers can call##:

-all MCA Principal Zone, MCA-1, MCA-2, MCA-3 and MCA-4 Customers, and all MCA-5 subscribers. (M)

MCA-1, MCA-2, MCA-3, MCA-4 and MCA-5 non-subscribing Customers can call:

-all Customers in their own local exchange and EAS points, if any. (M)

**NOTE:** MCA numbering is not applicable in Principal Zone, MCA-1 and MCA-2. Customers in these areas (M)  
May call all MCA customers for all zones on a non-toll basis. Customers in Principal Zone, MCA-1 (M)  
And MCA-2 will incur toll charges when calling non-MCA customers in MCA-3, MCA-4 and MCA-5. (M)

Subscribers include all customers of incumbent local exchange carriers and, pursuant to the Missouri (M)  
Public Service Commission Report and order in Case No. T0.99-483, all customers of competitive local (M)  
Exchange carriers.

Optional Metropolitan Calling Area service subscribers include all customers of incumbent local exchange (M)  
Carriers and competitive local exchange carriers being served by dedicated NXX codes identified as MCA (M)  
NXX codes pursuant to the Missouri Public Service Commissions' report and order in Case No. T0-00-483. (M)

---

## See Figure 1 - MO PSC Local Exchange Map for exchange areas in each MCA Zone.

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Charter Fiberlink-Missouri, LLC**

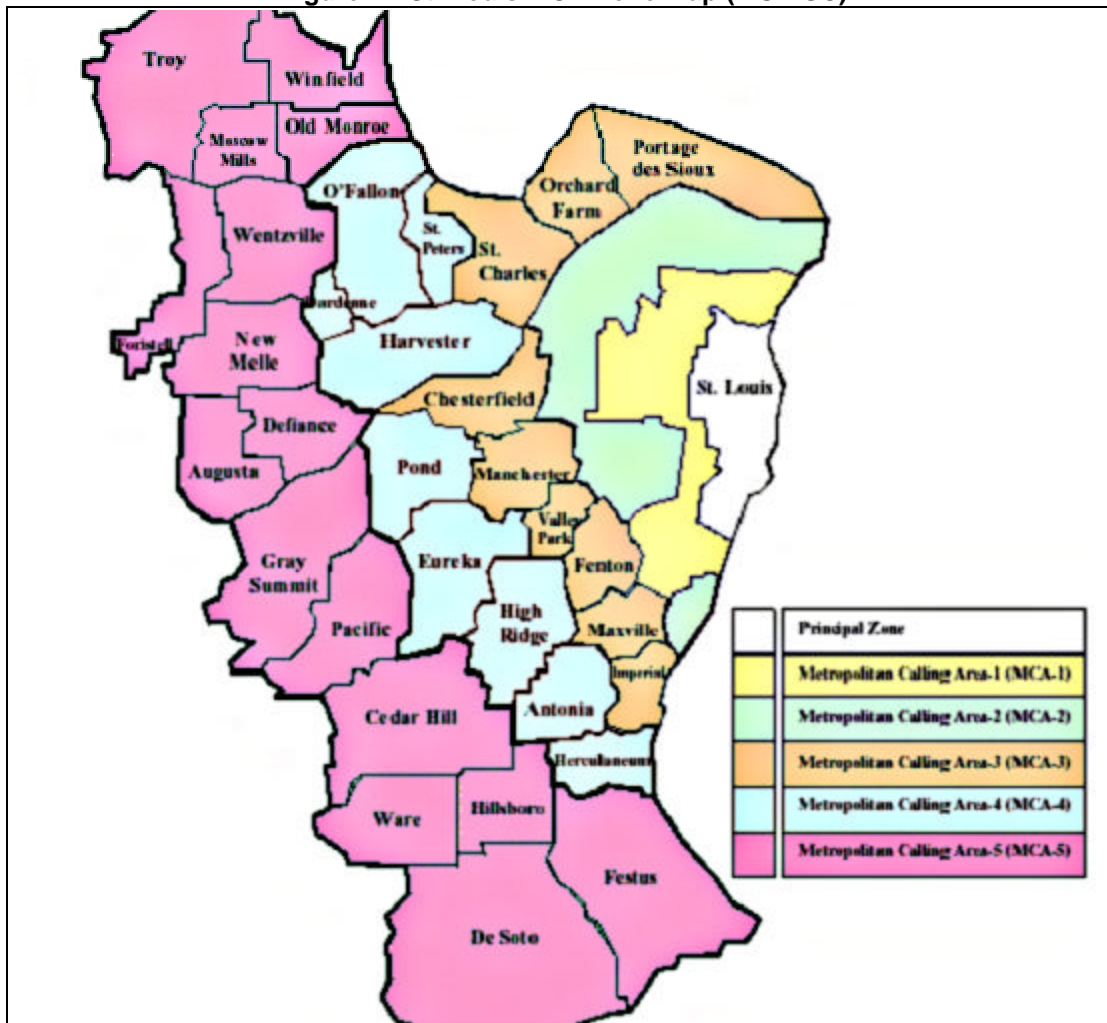
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(D)  
↑

Figure 1 - St. Louis MCA Zone Map (MO PSC)



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## **1.7. Practices and Procedures – Residential Service**

### **1.7.1 Rights of the Telephone Company in Furnishing Service**

#### **1. Ownership and Use of Services**

- a. Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. This includes the Telephone Company-assigned Telephone Number(s) to Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hours for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.
- b. If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

#### **2. Service Use by Customer**

The Service is furnished only for use by the Customer, the Customer's family, or persons residing in the Customer's household, except as the use of the Service may be extended to persons temporarily subleasing a Customer's residential premises. Use of the Services and all charges incurred therein shall be the sole responsibility of the Authorized Account User.

#### **3. Use of Party Line Service**

Applications for party line Service are not accepted by the Telephone Company.

#### **4. Connection of Automatic Dialing-Announcing Devices**

- a. The Telephone Company will not knowingly permit connection to or operation over the telephone network of an automated dialing-announcing device used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party.
- b. Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement that states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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## 1.7.2 Establishment and Provision of Service

### Application for Service

- 1 Applications for initial or additional Services may be made to Telephone Company verbally or in writing. During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or for use in establishing any deposit amount that may be required.
- 2 Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.
- 3 The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- 4 The Telephone Company may also decline to provide service to a minor whose principal place of abode is the home of the minor's parent, guardian, or other person legally charged with the minor's care and custody.

## 1.7.3 Directories

- 1 Telephone Directory Distribution - The Telephone Company will contract with the incumbent Company that currently distributes directories in the applicable exchange areas for purposes of providing direction to its Customers. Directories will be distributed without charge to the Telephone Company's Customers. Additional directories or information requested by a Customer will be furnished where, in the opinion of the Telephone Company, such provision will result in a more efficient use of the Service by that Customer. Additional directories will be furnished at the discretion of the Telephone Company at a reasonable rate.
- 2 Telephone Directory Ownership - Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company or the incumbent distributing company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of Customers.
- 3 The rates and regulations for directory listings in this Section, 1.7.3, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.
- 4 The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.
- 5 (4) The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

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**Charter Fiberlink – Missouri, LLC**  
**Local Exchange Tariff**

**1<sup>st</sup> Revised Page 18**  
**Replaces Original Page 18**

- 6 Listings must conform to the incumbent Telephone Company's practices with respect to its directories (M)
- 7 Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-published or Non-listed Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.
- 8 Except as provided in Section 1.7.10 of this Local Exchange Tariff, the applicable period for directory listings, including extra listings, where the listing actually appears in the directory, is the current directory period.
- 9 The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Local Exchange Tariff.
- 10 One listing without charge, termed the Primary Listing, is provided as follows:
  - a One listing will be provided at one alphabetical location. This listing must be the actual name of the Customer to whom service is rendered, or it may be the name of a member of the Customer's family or household, or a dual name. Primary Listing may be provided for two persons who reside at the same address or for a person known by two first names. This listing is comprised of a surname, no more than four additional names, one address, and one telephone number.
  - b The four (4) additional names referred to preceding can be any combination in accordance with the Customer's preference of the following: first name, middle name, initial(s), nickname, maiden name and second surname.
  - c When a Customer has Telecommunications for the Deaf (TDD) Service, they may request their listing identified as TDD Only or TDD & Voice next to their number.
  - d No name or phrase will be listed which, in the opinion of the Telephone Company, is likely to mislead or deceive the public.
  - e When service is contracted for by one party for the use of a second party, the listing may be in the name of the second party provided the preceding requirements are met insofar as the listed name is concerned.
  - f At the request of the Customer, the primary listing may be omitted from the directory (Non-listed Service) or from both the directory and the Directory Assistance Service records (Non-published Service). Non-listed and Non-published Services are furnished subject to the regulations and rates specified in Section 1.8.4 of this Local Exchange Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

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**1.7.4 Priority of Service**

(M)

In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility

**1.7.5 Customer Premise Equipment (CPE)**

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer, or owned by the Telephone Company or some other supplier and leased to the Customer, including the terminal equipment located or held in inventory on the Customer's premises

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission

The Telephone Company will endeavor to answer any questions concerning the installation, repair, and maintenance of CPE by telephone contact, personal contact, or printed material, upon request

**1.7.6 Fees and Taxes Billed to Customer**

When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, shall be increased by an amount equal to each such Customer's proportionate part of any such charge or tax, and such amount shall be shown separately on the Customer's bill

All regulated charges, other than taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval

**1.7.7 Application of Residential Rates**

Residential rates apply at the following locations

- 1 In private residences where business listings are not provided
- 2 In private apartments of hotels, rooming houses, or boarding houses where service is confined to the Customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished
- 3 In the place of residence of a clergyman or nurse, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner, provided the Customer does not maintain an office in the residence

Telephone Company does not offer business class Service

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**1.7.8 Establishment and Maintenance of Credit**

(M)

**1 Establishment of Credit**

The Telephone Company is not obligated to provide service to any individual or firm that owes the Telephone Company an undisputed amount for services previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Telephone Company

**2 Discontinuance of Service for Failure to Establish Credit**

During normal business hours, Service may be discontinued for failure to establish credit, as authorized in this Local Exchange Tariff, after written notice by first class mail has been sent or delivered to the Customer, at least ten (10) days prior to the date of the proposed discontinuance

**3 Service Restoral Charge**

Where Service has been discontinued for failure to establish credit as authorized above, the regular restoral of service charge will be made and collected by the Telephone Company

**4 Retention of Uncollectable Records**

The Telephone Company retains uncollectable records for a period of two (2) years

**1.7.9 Deposits**

Telephone Company may require a deposit from Customer based upon findings as stated in Section 1.7.2

Interest will be calculated and paid on residential deposits pursuant to the Missouri PSC rules. A deposit shall be subject to the following terms

- 1 Required deposits shall not exceed the estimated charges for two (2) months' service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a Customer class,
- 2 Upon discontinuance or termination, the deposit shall be credited, with accrued interest, to any charges stated on the final bill and the balance, if any, shall be returned to the Customer within twenty-one (21) days of the rendition of such final bill,
- 3 Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, Telephone Company shall, with accrued interest, promptly refund or credit the deposit against charges stated on subsequent bills. Telephone Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit,

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Local Exchange Tariff**

**1<sup>st</sup> Revised Page 21  
Replaces Original Page 21**

- 4 Telephone Company shall maintain records that show the name of each Customer who has posted a deposit, the current address of such Customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date (M)
- 5 Telephone Company shall upon request provide within ten (10) days a receipt that contains the following information
  - a Name of Customer,
  - b Address of the service location for which the deposit is required,
  - c Place where deposit was received or a designated code that identifies the location,
  - d Date when the deposit was received
  - e Amount of the deposit, and
  - f The terms that govern retention and refund of the deposit
- 6 Telephone Company shall maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made,
- 7 Telephone Company shall permit a Customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon Telephone Company may bill these installments as a line item on Customer bills

### **1.7.10 Initial Contract Periods**

- 1 Unless otherwise specified herein or elsewhere in the Telephone Company's Local Exchange Tariffs, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month
- 2 The length of period for directory listings where the listings have been published is the directory period The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers
- 3 The Telephone Company may require a Service period longer than one (1) month at the same location in connection with special (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs

### **1.7.11 Suspension or Termination of Service by the Customer**

#### **Suspension**

Service may be suspended at the Customer's request to accommodate vacation or other extended absence needs A request for the suspension of service may not exceed three (3) consecutive months and can only be applied to the Customer account one (1) time per calendar year A suspension charge will be applied to each line associated with the account as outlined in Section 1 8 5, Application of Rates

#### **Termination**

Service may be terminated upon notice being given to the Telephone Company, and upon payment of any applicable termination charges, in addition to all charges due for service which has been furnished

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**1.7.12 Involuntary Suspension or Termination of Service**

(M)

- 1 A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any other charges for which the Customer has agreed to be responsible, including but not limited to, charges for services originated or charges accepted at the Customer's telephone for exchange service, intrastate or interstate long distance service charges billed by the Telephone Company, any FCC-approved end user charge, any charges transferred to the Customer's account from terminated accounts billed to the same Customer, after a written notice has been furnished to the Customer. Basic local telecommunications service may not be disconnected for Customer non-payment of a delinquent charge for other than basic local telecommunications service. The Customer's written notice shall be sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Basic telecommunications service shall not be suspended on a day when the offices of the Telephone Company are not available to facilitate reconnection of service or on a day immediately preceding such day. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated.

**Basic Services** are defined as "two-way switched voice service within a local calling scope as determined by the Commission comprised of any of the following services and their recurring and nonrecurring charges

- a Multiparty, single line, including installation, touchtone dialing, and any applicable mileage or zone charges,
- b Assistance programs for installation of, or access to, basic local telecommunications services for qualifying economically disadvantaged or disabled Customers or both, including, but not limited to, lifeline services and link-up Missouri services for low-income Customers or dual-party relay service for the hearing impaired and speech impaired,
- c Access to local emergency services including, but not limited to, 911 service established by local authorities,
- d Access to basic local operator services,
- e Access to basic local directory assistance,
- f Standard intercept service,
- g Equal access to interexchange carriers consistent with rules and regulations of the Federal Communications Commission,
- h One standard white pages directory listing

Basic local telecommunications service does not include optional toll free calling outside a local calling scope but within a community of interest, available for an additional monthly fee or the offering or provision of basic local telecommunications service at private shared-tenant service locations.<sup>2</sup>

- 2 At least twenty-four (24) hours preceding a suspension, the Telephone Company shall make reasonable efforts to contact the Customer to advise him of the proposed discontinuance and what steps must be taken to avoid it
- 3 The Telephone Company may place global toll blocking and eliminate any optional, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications service

<sup>2</sup> Missouri PSC Statute 386-020

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4. When telephone service is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such person is under the care of a physician, the Customer may request a delay of termination of service for up to twenty-one (21) days. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity. (M)
5. The Telephone Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Telephone Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
6. The Telephone Company may disconnect, without advance notice:
  - a. Any Service used in such a manner as to interfere unreasonably with other services or service of another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Telephone Company's plant, property or service. (T)
  - b. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
  - c. Any Service used to disseminate without authorization confidential, proprietary information of the Telephone Company or information that would enable other persons to gain unauthorized access to the Telephone Company's network or facilities.
7. The Telephone Company may refuse to furnish or may deny Service to any Customer who, over the facilities furnished by the Telephone Company, uses or permits to be used foul, abusive, obscene or profane language; or impersonates or permits others to impersonate any other individual.
8. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
9. The Telephone Company may refuse to furnish or may discontinue Service to any Customer upon objection to the furnishing of such service made by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
10. Subject to Missouri regulations, the Telephone Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice. (T)

(M)

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- (M)
- 2 All bills for Services are due when rendered and are payable at the office of the Telephone Company, or an authorized collection agency (The Telephone Company will provide a copy of the original/official bill, upon the request of the Customer, in Braille or no less than twenty-four point bold-faced type print or both ) Customers shall have twenty-one (21) days from the date of the bill to pay the charges stated before charges are considered delinquent except when the Customer has had service discontinued for nonpayment in the last twelve (12) months or where the Customer incurs other charges at any time during the billing period which are equal to at least four hundred percent (400%) of the amount of the deposit or guarantee previously required from the Customer
  - 3 Service to Customers having undisputed delinquent accounts may be discontinued after written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the proposed disconnection date Service will be discontinued during normal business hours and will not take place on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately preceding such day The Telephone Company will postpone a discontinuance of service for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity
  - 4 A Late Payment Charge of 1 5% per month on all outstanding unpaid balances will be charged to Customer accounts with an unpaid balance thirty-one (31) or more days past due to compensate the Telephone Company for the additional administrative expense associated with these accounts
  - 5 When the service of a Customer has been denied or suspended in accordance with rules for Service in this Local Exchange Tariff, but the service has not been terminated or the order to remove the service has not been completed, if such service is restored, a restoral of service charge as quoted in this Local Exchange Tariff, will be made In addition to the restoral of service charge, the Customer will be required to pay, or make satisfactory arrangements to pay all service charges up to the time of restoral of service
  - 6 Subsequent to the completion of an order to terminate the service it may be reestablished only on the basis of a new service application

### **1.7.14 Construction, Installation and Maintenance Charges**

Construction performed under this Section 1 7 14 shall be at the sole discretion of the Telephone Company

- 1 Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example
  - a The facilities are not presently available, and there is no other requirement for the facilities so constructed
  - b The facilities are provided in remote or undeveloped sections outside the Base Rate Area, or if the facilities are provided on a temporary basis

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**1.7.13 Payment for Facilities and Services**

(M)

1. The Customer is held responsible for all charges for Services rendered and furnished to the Customer including any FCC - approved end user charge, billed monthly in advance. The Customer shall also pay for state or interstate long distance service charges that may be billed by the Telephone Company, including charges for toll messages in which charges have been reversed and also nonrecurring service charges when billed. The Customer is also responsible for any charges transferred to the Customer's account from terminated accounts billed to the same Customer.

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- c The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services (M)
  - d The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services
  - e The facilities would be in a quantity greater than that which the Telephone Company would normally construct
  - f The facilities would be constructed on an expedited basis
  - g The facilities would be constructed on a temporary basis until permanent facilities are available
  - h The facilities would be constructed in advance of Telephone Company's normal construction
  - i The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance
  - j The Customer's location requires the use of costly private right-of-way
- 2 Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company
  - 3 Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction
  - 4 Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses, supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance
  - 5 The Telephone Company will provide an estimate of actual charges to the Customer prior to the start of construction
  - 6 When attachments are made to poles of other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer
  - 7 The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company
  - 8 Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point
  - 9 Refer to Glossary of Definitions and Terms for explanation and examples of the term "demarcation point "
  - 10 Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation
  - 11 The following definitions are used with regard to facilities constructed and owned by the Telephone Company
    - a Applicant - The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other

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- b legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision (M)
  - c Building - A single structure roofed and enclosed with exterior walls, built for permanent use, erected, frames of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (Definition excludes mobile homes)
  - d Subdivision - A lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law
- 12 The Telephone Company upon receipt of the applicant's proper application will install underground facilities with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground facilities will be at no charge, except where a charge is permitted in this Section of the Local Exchange Tariff
- 13 Rights-of-Way and Easements
- a Within the applicant's subdivision, the Telephone Company will construct, own, operate, and maintain underground facilities only along public streets, roads, and highways which the Telephone Company has the legal right to occupy, and on public land and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company
  - b Rights-of-way and easements, within the subdivision, satisfactory to the Telephone Company, must be provided by the applicant within reasonable time to meet construction and service requirements before the Telephone Company shall be required to commence its installation. Such rights-of-way and easements must be provided by the applicant at no charge to the Telephone Company, be cleared of trees, tree stumps, and other obstructions and be graded to within six (6) inches of final grade. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company
- 14 Advances by the Applicant
- a Where, due to the manner in which a subdivision is developed, the Telephone Company is required to construct an underground distribution system through a section or sections of the subdivision where service will not be connected for at least two (2) years, then the Telephone Company may require a reasonable advancement for the construction from the applicant before construction is commenced, to guarantee performance
  - b Where the subdivision is developed in a uniform manner so that the Telephone Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings or multiple-occupancy buildings are being constructed, the Telephone Company may not require an advance

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- c If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy building (M)
- d Any portion of an advance remaining unrefunded ten (10) years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account

**15 Temporary Facilities**

- a Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year
- b When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated nonrecoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company

**16 Special Conditions**

In circumstances, where the application of these rules appears impracticable or unjust to the applicant or the Telephone Company, or discriminatory to other Customers, e g , difficult rock conditions, the Telephone Company or applicant shall refer the matter to the Missouri Public Service Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction

**17 Special Type of Construction**

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customers' premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply

- a Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company
- b The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use
- c Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service

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- d Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense
- e Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities

(M)

### **1.7.15 Slamming**

Slamming is the unauthorized change of a subscriber's preferred local, IntraLATA toll or InterLATA toll telecommunications carrier

Per **FCC 00-135, CC Docket 94-129**, a telecommunications carrier who acquires a Customer by an unauthorized change of that Customer's local service may be billed the applicable nonrecurring charges to establish that Customer's service as a new account back with the Customer's authorized telecommunications carrier

Telephone Company will only execute a change on the behalf of a subscriber in the subscriber's selection of a provider of telecommunications service in accordance with the procedures prescribed in **4 CSR 240-33 150**

### **1.7.16 911 Emergency Services**

- 1 Telephone Company will supply the 911/E-911 service provider in Telephone Company's service area with accurate information necessary to update the 911/ E-911 database at the time Telephone Company accepts Customer orders
- 2 At the time Telephone Company provides basic local service to a Customer by means of Telephone Company's own cable pair, or over any other exclusively owned facility, Telephone Company will make the necessary equipment or facility additions in order to accurately and properly update the database for 911/E-911
- 3 Telephone Company is obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point Telephone Company recognizes the authority of the 911/E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Telephone Company
- 4 Telephone Company will collect 911/E911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to **RSMo 190 310** Telephone Company will observe and adhere to the Commission's emergency telephone service rules in **4 CSR 240-34**

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**1.7.17 Rights of the Telephone Company's Customer**

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**Customer Notification**

The Telephone Company will prepare a statement which, in layman's terms, describing the rights and responsibilities of both the Telephone Company and its Customers according to **4 CSR 240 33** rules. This statement shall appear in the front part of the telephone directory or the Telephone Company will mail or otherwise deliver such statement to its existing and new Customers.

Upon request the statement shall be submitted to the Commission, its staff, or Office of the Public Counsel.

The statement will include descriptions of

- 1 Billing procedures,
- 2 Customer payment requirements and procedures,
- 3 Deposit and guarantee requirements,
- 4 Conditions of termination, discontinuance and reconnection of service,
- 5 Procedures for handling inquiries,
- 6 A procedure whereby a Customer may avoid discontinuance of service during a period of absence,
- 7 Complaint procedures under **4 CSR 240-2.070**
- 8 The telephone number and address of all offices of the Missouri Public Service Commission and the statement that this Telephone Company is regulated by the Missouri Public Service Commission, and
- 9 The address and telephone number of the Office of the Public Counsel and a statement of the function of that office.

Telephone Company will provide a toll-free telephone number for Customer inquiries.

**Minimum Charge Rule**

Upon a request for service and at the time a contract for service is entered into, Telephone Company will provide a prepared statement (which may be oral) to inform a prospective Customer of the lowest cost service available, including services as measured party service and toll limitation services, if offered, and the lowest cost one party service available to such prospective Customer and the lowest equipment cost for such grades of service.

A copy of all prepared statements shall be provided to the Commission, its counsel and the public counsel upon request.

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**Customer Disputes**

(M)

- 1 A Customer shall advise the Telephone Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Telephone Company during normal business hours. A dispute must be registered with the Telephone Company prior to the delinquent date of the charge for a Customer to avoid discontinuance of service as provided by these rules.
- 2 When a Customer advises a Telephone Company that all or part of a charge is in dispute, the Telephone Company shall record the date, time and place the inquiry is made, investigate the inquiry promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties.
- 3 Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service under this Chapter.
- 4 If a Customer disputes a charge, the Customer shall pay an amount to the Telephone Company equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
- 5 If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Telephone Company, at the Telephone Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
- 6 Failure of the Customer to pay to the Telephone Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and the Telephone Company may then proceed to discontinue service as provided in this rule.
- 7 If the dispute is ultimately resolved in the favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
- 8 If the Telephone Company does not resolve the dispute to the satisfaction of the Customer, the Telephone Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Telephone Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by sections (4) and (5).
- 9 After resolution of the Customer complaint, a Telephone Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.

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**Customer Complaint Escalation Procedures**

(M)

- 1 Any customer of Telephone Company who feels aggrieved by a violation of any of the application of rules in this Local Exchange Tariff or of the Public Service Commission laws of Missouri relating to telecommunications companies, may file an informal or formal complaint under **4 CSR 240-2.070**
- 2 If the Telephone Company and its customer fail to resolve a matter in dispute, the Telephone Company shall advise the customer of his/her right to file an informal or formal complaint with the Commission under **4 CSR 240-2.070**
- 3 Pending the resolution of a complaint filed with the Commission, the subject matter of such complaint shall not constitute a basis for discontinuance of service

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## **1.8 Local Exchange Service – Description and Rates**

This Local Exchange Tariff applies to the Services furnished or made available by the Telephone Company in the state of Missouri and is governed by this Local Exchange Tariff. The charges quoted are for periods of one (1) month unless other wise noted and are payable monthly in advance.

### **1.8.1 Application of Promotions**

Telephone Company may offer promotions for thirty (30) days or longer in Telephone Company's exchanges subject to the availability of facilities. Promotions shall be offered to all similarly situated residence Customers who subscribe to additional lines.

Telephone Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the exchanges, LATAs, or Numbering Plan Areas (NPA) in which the promotions will be offered, the beginning and ending date of the promotion, and the specific type of waiver or credit. The written notice will be filed in an appendix in P.S.C. Mo. No.1, Local Exchange Tariff of Telephone Company.

Telephone Company will not offer a promotion where the projected revenues are not expected to cover long run incremental costs.

Telephone Company will offer all promotions in a non-discriminatory manner.

### **1.8.2 Promotions**

See Appendix A.

### **1.8.3 Local Exchange Service**

#### **Basic Service**

##### **1. Description**

Telephone Company will provide basic local exchange service via Telephone Company's facilities to residential Customers only. Basic local exchange service includes the following:

- a. Basic Local Touchtone Service
- b. E911 Emergency Service
- c. One Directory Listing
- d. Access to Operator Services
- e. Access to Directory Assistance
- f. Access to Customer Service and Repair Services
- g. Access to Line Intercept Services
- h. Access to services for the physically impaired
- i. Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA toll calling
- j. Free standard intercept service for 30 days
- k. Free unlimited local calling within the local exchange area of the end-user
- l. Access to MCA overlay<sup>3</sup>

<sup>3</sup> All Charter customers who receive their telephone number from Charter will be provided MCA calling at a charge of \$12.35 per account (MCA 3 & 4); \$19.95 per account (MCA 5) as a non-basic service. See Section 1.8.12 of this tariff.

(N)

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**P.S.C. MO – No.1**

**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**6<sup>th</sup> Revised Page 33  
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2. Rates – Monthly Recurring Charge (MRC)

**Basic Service** \$9.00 for one line – no calling features included **(R)**

Additional lines  
may be added at: \$8.95/line

**Metropolitan Calling Area (MCA)** \$10.95/month (MCA 3) **(R)**  
\$12.35/month (MCA 4) **(T)**  
\$19.95/month (MCA 5)

**Feature Package Service**

1. Description

Telephone Company will package additional calling features into the basic local exchange service provided to residential Customers via Telephone Company's facilities

2. Rates – Monthly Recurring Charge (MRC)

Feature Package Rates are as follows:

**The 2-Feature Pack, 3-Feature Flexible Pack and 12-Feature Pack have been “Grandfathered” (only available to customers currently subscribed to this service).  
See section 1.8.5 “Grandfathering” of Certain Plans.**

**5-Feature Pack without MCA -** \$17.95 (includes basic service)

Features Included: Call Waiting, Caller ID, Caller ID with Call Waiting, Anonymous Call Rejection, Speed Dial 8.  
This package is available for all Principal Zone, MCA 1, 2, 3, 4 and 5 service areas. First line includes 5 features and additional lines feature basic service only. additional features, long distance or features on additional lines may be purchased at a la carte rates. Customers will not be able to purchase the 300 minute long distance packages with this offer. This package is only available with ported non-MCA numbers. No substitutions will be granted for this feature package.

**5-Feature Pack -** \$24.95/line (includes basic service & MCA 3) **(R)**  
\$29.95/line (includes basic service & MCA 4 & 5) **(T)**

Features Included: Call Waiting, Caller ID, Caller ID with Call Waiting, Anonymous Call Rejection, Speed Dial 8. First line Includes 5 features and additional lines feature basic service only. Additional packages can be purchased for additional lines. Additional features, long distance or features on additional lines may be purchased at a la carte rates. No substitutions will be granted for this feature package.

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**1.8.4 Calling Features – a la carte**

(M)

**1 Descriptions and Rates - Monthly Recurring Charge (MRC) – unless specified as “per use”***a la carte* pricing of Custom Calling Features and other services are provided below

Name	Description of Service	Monthly Recurring Charge (MRC)
Non-listed Number	Numbers not in the telephone directory but which are provided to Directory Assistance	\$1 00
Non-published Number	Numbers not available in the telephone directory and are not provided to Directory Assistance	\$1 50
Directory Assistance Listings	Placing phone numbers in Directory	\$0 00
Additional Directory Listings	Extra phone numbers placed in Directory	\$0 00
Foreign Listings	Placing phone numbers in Directory Assistance in a different calling area	\$1 00
Three way calling	Three way calling permits the customer to add a third party to an existing connection, thereby establishing a three way conference call	\$2 75
Speed dialing 8	Speed dialing 8 allows a subscriber to establish a connection to certain directory numbers by dialing one digit instead of seven to ten digits	\$2 75
Speed dialing 30	Speed dialing 30 allows a subscriber to establish a connection to certain directory numbers by dialing two digits instead of seven to ten digits	\$6 00
Call Screening	This feature provides the customer with the ability to prevent calls from an unwanted caller	\$4 00
Privacy Control	Stops unidentified calls before phone ever rings (unavailable, out of area, or private calls) – also known as Anonymous Call Rejection	\$3 25
PIC Freeze	Providing a PIC freeze on customer's account upon request	No Charge
Call Return	Call Return advises the customer of the last number that called into their line. Provides auto callback option	\$0 50 per use \$3 25 MRC \$4 00 max per month
Call Waiting	Permits the customer, upon receipt of a tone signal indicating that a call is waiting to place the existing call on hold and answer second waiting call	\$7 25
LD Alert	This feature allows the current Call Waiting and ringing operations to provide a distinctive call waiting 3-beep tone or a distinctive 3-ringing patten for Long Distance Calls	\$1 00
Caller ID	Caller ID with name works along with Caller ID and provides an incoming telephone number AND a listed name on a customer-provided display device attached to the customer's (called party's) line or set	\$6 75
Caller ID with Call Waiting	Call waiting works with Caller ID Must subscribe to both Call Waiting and caller ID	No Charge
Anonymous Call Rejection	Allows subscribers to reject calls from numbers that have blocked identification of their line on Caller ID display devices	\$1 50

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**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

5<sup>th</sup> Revised Page 35  
Replaces 4<sup>th</sup> Revised Page 35

Caller ID Blocking – Per Line	<a href="#">Allows subscribers to block the display of their telephone number/ name to all Caller ID display devices. See Caller ID requirements for additional information.</a>	No Charge
Caller ID Blocking – Per Call	Allows subscriber to block the display of their name/number to the person they are calling	No Charge
Custom Ring Service 1	This service enables the customer to have as many as two telephone numbers associated with a single line. Customers can receive an optional Custom ring service directory listing.	\$3.50
Add/Change Feature	Adding, dropping, substitution of features	\$5.00
Distinctive Ring Service	Distinctive ringing service provides the customer with the ability to build and maintain a list of up to twelve telephone numbers in order to differentiate these callers from all other callers	\$3.50
Call Forwarding (4 different types):	Provides forwarding capabilities:	
Selective	1) Forwards only list of 12 selective numbers	\$2.75
Variable	2) Forwards all calls upon activation	\$2.75
Busy	3) Forwards if busy	\$2.75
Busy/No Answer	4) Forwards if busy or unanswered	\$2.75
Call Forwarding Remote Access	Allows a customer to activate and deactivate transfer of their incoming calls to another telephone number. Used in conjunction with Variable and Selective Call Forwarding only.	\$1.00
Call Trace	<a href="#">Allows the subscriber to dial a special code to evoke trace to handle annoying or harassing calls by dialing an activation code. See Call Trace Requirements for additional information.</a>	\$20.00 per use
Repeat Dialing	Allows the subscriber to have calls automatically redialed when the first attempt reaches a busy number.	\$0.50 Per use \$1.75 MRC \$2.00 Max. Per month
Prohibit Bill to 3 <sup>rd</sup>	Provides an end user with a method of denying all third number billed calls to specific telephone number provided the transmitting operator checks their validation database.	No Charge
Prohibit to Collect	This service provides the customer the ability to prohibit all collect calls	No Charge
Block Collect and 3 <sup>rd</sup>	This feature has the combination of Third number restriction and Collect restriction.	No Charge
Additional Line	Adding a second line of service.	\$8.95
Toll Restriction	This service provides customers the ability to block the following outbound long distance calls: 1+, 0+, 10-10XXX; international, 900, 976.	No Charge

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**1.8.5 Application of Rates**

(M)

**Application for Ported Telephone Numbers**

Telephone Company Customers who request to port-in an existing telephone number will be offered the packages described in above section 1.8.3. If the Customer's ported-in telephone number is **non-MCA**, they may subscribe to either the basic local exchange service plan with no change in their telephone number, or if the Customer requests the MCA calling plan, they will be advised that a new telephone number will need to be assigned to them to allow for it to be designated as an MCA NXX. They will then be offered the basic local exchange service plan with MCA Overlay.

Telephone Company Customers who request to port-in an existing telephone number that is already designated as MCA, will be able to subscribe to the basic local exchange package with the MCA overlay as a non-optional add-in. Customer will not be eligible for the basic service only package.

**Application for Non-Ported Telephone Numbers**

Telephone Company Customers who request Telephone Company's Service and are not porting-in an existing telephone number, will be assigned a new Telephone Company telephone number. This telephone number will be designated as an MCA NNX. Such Customers will be offered the basic local exchange service plan with MCA Overlay.

Customer will not be eligible for the basic service only package since this is only available for non-MCA telephone numbers that have been ported-in to Telephone Company.

**Customer Initiated Temporary Suspension of Service**

A Customer may request a temporary suspension of Service to accommodate extended absence needs for vacation, etc. Requests for suspension cannot exceed three (3) consecutive months, and can only be applied to the telephone company customer's account one (1) time per calendar year. The charge applied for a suspension of service is \$5.00/month per line and there is no service during the suspension period. If the customer does not provide a restore service date, Telephone Company will restore service and resume billing three months after the suspend date. The restored service will be the same and will reflect the same features as the service prior to the suspension. Use of the Temporary Suspension of Service option allows the customer to not be charged a disconnect service order charge and a new connect service order charge, while maintaining their telephone number. All other monthly recurring charges are waived for the suspended period. If promotional pricing is in effect at the start of the suspension period, the promotional period will not be extended for the period of the seasonal disconnect. For example, in January, a customer requests a promotional three-feature package that is priced at fifty percent (50%) of the regularly Local Exchange Tariffed rate for six (6) months. The customer then requests a seasonal disconnect for two (2) month beginning in May. When the service is restored in July, the original promotional time frame has been exhausted and the customer will no longer receive the promotional rate. Additionally, if rates for any of the services that the customer subscribes to have been increased or decreased during the suspension period, the customer's service will be billed at the rate in place at the time of termination of seasonal disconnect.

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**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**3<sup>rd</sup> Revised Page 37  
Replaces 2<sup>nd</sup> Revised Page 37**

**“Grandfathering” of Certain Plans**

(N)

**--2-Feature Pack, 3-Feature Flexible Pack and 12-Feature Pack**

The Telephone Company is discontinuing the 2-Feature, 3-Feature Flexible and 12-Feature packs as of January 19, 2004. The Telephone Company will “grandfather” (allow the Customer to retain such service for a specific period of time) these packages at the current rate for Customers who are currently subscribed to these packages until either:

- a. Customer submits a request to the Telephone Company to change his existing service, or
- b. Customer is notified by the Telephone Company that the “grandfathered” calling plan is discontinued.

The “grandfathering” of the Customer’s existing plan will allow the Telephone Company’s Customers to continue to receive the same services that they have received with the Telephone Company’s previous package and rate.

**--2-Feature Pack**

Monthly Recurring Charge of \$12.00/line. Features Included: Call Waiting, Caller ID

**--3-Feature Flexible Pack**

Monthly Recurring Charge of \$22.00/line (includes basic service). Features Included: Call Waiting, Caller ID, Three-Way Calling.

**--12-Feature Pack**

Monthly Recurring Charge of \$24.95/line (includes basic service). Features Included: Call Waiting, Caller ID, Three-Way Calling, Call Forwarding-Variable, Call Forwarding-Remote Access, Call Forwarding-Selective, Call Return, Call Screening, Speed Dial 30, Distinctive Ring, Repeat Dialing, Anonymous Call Rejection.

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**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**P.S.C. MO - No. 1**

**2<sup>nd</sup> Revised Page 38  
Replaces 1<sup>st</sup> Revised Page 38**

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**1.8.6 Lifeline Service**

(M)

Lifeline Service is a unique class of telephone service provided to an applicant who is designed to meet basic residential communications needs for emergency calls and for the maintenance of necessary social contacts

**1 Description**

Lifeline service includes single party service, voice grade access to the public switched telephone network, access to emergency services, access to operator services, access to interexchange service, and access to directory assistance. Toll limitation services may also be provided as a part of Lifeline Service. Toll limitation services are limited to toll blocking, which prevents the placement of all long distance calls for which the subscriber will be charged.

Lifeline Service applicants are those certified by the department of social services as economically disadvantaged by participation in Medicaid, Food Stamps, Supplementary Security Income (SSI), federal public housing assistance or Section 8, or Low Income Home Energy Assistance Program (LIHEAP), or income qualified as found in Missouri State Statute 660.105. The department of social services shall inform such persons how to apply with Telephone Company for Lifeline Service. Pursuant to the FCC's Final Report and Order in Case No. CC 96-45, The customer requesting Lifeline Service must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified, identifying the program or programs from which he or she is receiving benefits, and agreeing to notify the Telephone Company when they no longer participate in the program or programs.

Lifeline Service benefits are applicable only to the primary line at the Customer's principal residence. An applicant for Lifeline Service may report only one address in the state as the principal place of residence.

When Lifeline Service is requested, no Service and Equipment Charge will apply to install the main service access line.

A customer may change to Lifeline Service from any other type of residential service at no charge. If a Lifeline customer no longer qualifies for Lifeline Service, that customer must change back to another type of residential service, in which case there will be no charge.

All charges either recurring or non-recurring for any service other than Lifeline Service, as described herein, shall be billed at the Local Exchange Tariff rate.

Lifeline Service customers shall be exempt from state sales tax applicable to their basic residential access line.

**2 Application**

To qualify for Lifeline Telephone Service, a customer must meet all the following requirements:

- a Customer must be head of household or spouse of head of household, and not a dependent for federal income tax purpose, unless over the age of 60.
- b Certified as economically disadvantaged by the Missouri Dept. of Social Services by participation in Medicaid, food stamps, Supplemental Security Income, Federal public housing assistance for Section 8 or Low Income Home Energy Assistance Program (LIHEAP) or Certified as disabled which shall mean totally or permanently disabled or blind and receiving federal social security disability benefits, federal supplemental security income benefits, veterans administration benefits, state blind pension pursuant to **Section 209.010 or 209.160**, RSMo, state aid to blind persons.

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**Charter Fiberlink – Missouri, LLC**  
**Local Exchange Tariff**

**1<sup>st</sup> Revised Page 40**  
**Replaces Original Page 40**

- c. The Customer requesting Lifeline Service must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified, identifying the program or programs for which he or she is receiving benefits and agreeing to notify the Telephone Company when they are no longer participating in the program or programs.
- d. Have only one telephone line in their home.

(M)

Lifeline is not applicable to Customers who are full time students living in university or college controlled housing.

The Customer, who is requesting Lifeline Assistance Service, must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified above, identifying the program or programs from which he or she is receiving benefits, and agreeing to notify the Telephone Company when they no longer participate in the program or programs. The same document can be used for Link-Up Missouri eligibility.

Lifeline Assistance Service can only be associated with the primary residential connection.

Lifeline Toll Restriction Service is available on a voluntary basis where technically feasible to Lifeline Assistance Service Customers at no charge. Lifeline Toll Restriction Service prevents 0+, 00-, 1+NPA-NXX-XXXX, 1010XXXX, International (01+), Directory Assistance (411, 1+411, 0+411, 555-1212, 1+/0+ 555-1212, 1+/0+ NPA-555-1212), 1+900 calls, 1+700 calls, 976 calls and IntraLATA toll while allowing access to local, 611, 911, 0-, 1+800/888 etc., 950-XXXX and 1+950-XXXX calls and EAS calls.

Access to Directory Assistance is available to Lifeline customers by dialing 0-. Access to Service Activation Codes "\*\*\*##" (e.g. \*66, \*69) is also allowed. Upon Customer request, some Service Activation Codes may be blocked at no charge, where conditions and facilities permit.

Deposit requirements do not apply to a Lifeline Assistance Service customer if the customer voluntarily elects Lifeline Toll Restriction Service.

Lifeline Assistance Service may not be disconnected for non-payment of toll charges.

Funding for Lifeline service is obtained from a universal service support mechanism to which all telecommunications carriers that provide interstate telecommunications services contribute on an equitable and nondiscriminatory basis.

### 3. Rate - Monthly Recurring Charge (MRC)

Lifeline Rate<sup>5</sup> \$8.95

Service Includes:

- 1 Line Only
- No Features included

**Note:** Lifeline customers will have a net charge of \$0.00 as shown below after the application of various credits

<sup>5</sup> The rates for main service do not include a telephone instrument.

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**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff****3<sup>rd</sup> Revised page 41  
Replaces 2<sup>nd</sup> Revised Page 41**

Lifeline Price	\$8.95
Lifeline Credits Applied – Federal	-\$8.95
<b>Lifeline net price</b>	<b>\$0.00</b>

**1.8.5 Link-Up Missouri****1. Description**

The Link-Up Missouri Service Connection Program is a Federal Lifeline assistance program applicable to eligible residential subscribers as defined below, and designed to promote subscribership to the telephone network among low-income residential households.

**2. Application**

Subscribers eligible for Lifeline Service as described above, may also be eligible to qualify for the Link-Up Missouri Service Connection Program.

**3. Rates – Monthly Recurring Charge (MRC)**

- a. Service Connection Charges, as set forth in this Local Exchange Tariff, for initial installation of the main residential service access line, will be discount at a rate of fifty percent (50%), not to exceed \$30.00. These reduced charges shall be assessed only for a single residential telephone line per eligible household at the principal place of residence. These charges do not include other charges that may be required at the initiation of service such as deposits, etc.
- b. An interest free, four-month deferred payment schedule will be established for the charge of initiating local telephone service at the subscriber's option. The Telephone Company shall inform each eligible subscriber of the availability of this deferred payment schedule.

**1.8.6 Service and Equipment Charges**

Service and Equipment (S&E) charges are one-time charges associated with the connection, change or termination of residential local exchange service. The charges associated with S&E are as detailed below:

**1. Service Connection:**

- Residential Service Connection (initial installation of new facilities or relocation of existing facilities) \$30.00
- Primary Line Activation (initial activation without installation or relocation) \$30.00

Line Activation Charge (initial activation of additional lines without installation or relocation) \$30.00

- Service Dispatch Charge (subsequent to initial installation) \$45.00
- Line Deactivation Charge, per additional line \$20.00
- Line Restoration Charge after disconnection for nonpayment/line \$60.00
- Non-Sufficient Funds Charge (NSF) \$20.00 (T)

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**Charter Fiberlink – Missouri, LLC**  
**Local Exchange Tariff**

**1<sup>st</sup> Revised Page 42**  
**Replaces Original Page 42**

**2. Repair/Maintenance Truck Roll**

- |   |                    |
|---|--------------------|
| • Repair/Maintenance during Basic Time <sup>7</sup> | \$115 00 per visit |
| • Repair/Maintenance during Overtime <sup>8</sup>   | \$175 00 per visit |
| • Repair/Maintenance during Premium <sup>9</sup>    | \$230 00 per visit |

(M)

**3 Service Changes**

- |   |                       |
|---|-----------------------|
| • Telephone Number Change                           | \$ 20 00              |
| • Feature Change Charge                             | \$ 5 00               |
| • Record Order Charge                               | \$ 0 00               |
| • PIC Change Fee (outPICs only for Intra/InterLATA) | \$ 5 00               |
| • PLOC Change Charge                                | \$ 0 00               |
| • Change to Universal Lifeline Telephone Service    | \$ 7 50 <sup>10</sup> |
| • Directory Listing Change Charge                   | \$ 5 00               |

Above rates are one-time charges and are not billed for on a "monthly recurring charge" (MRC) basis

**1.8.9 Number Intercept Treatment**

**1 Description**

If a customer changes local service providers or disconnects from his or her local exchange service provider and does not retain his current telephone number, the Telephone Company will provide a recording for thirty (30) days from the effective date of the change/cancellation which will provide a caller with either a notification of disconnection if no new telephone number is provided to the Telephone Company or with the new telephone number of the end user if the new number is provided to the Telephone Company. An additional thirty (30) days of notification may be requested by the customer at the below rate

**2 Rate - Monthly Recurring Charge (MCA)**

No charge for first thirty (30) days requested

Up to thirty (30) additional days available - Rate \$2 00/line

Number intercept treatment will not be provided beyond sixty (60) days

<sup>7</sup> Basic 7am - 9pm Monday – Saturday

<sup>8</sup> Overtime 9pm - 7am Saturday - Monday Morning

<sup>9</sup> Premium National Holidays

<sup>10</sup> Waived once during a 12-month period

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**1.8.10 Local Operator Services**

(M)

**Operator- Assisted Calls****1 Description**

The Telephone Company furnishes operator assistance via a third-part provider. This service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in dialing a local number, requesting a local person-to-person call, billing a local call to a calling card, a third number or as a collect call

**2 Regulation**

- a Telephone Company will not bill for incomplete calls where answer supervision is available. Telephone Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Telephone Company's knowledge
- b The caller and billed party, if different from the caller, will be advised that the Telephone Company is the operator service provider at the initial contact
- c Rate quotes will be given upon request, at no charge, including all rate components and any additional charges
- d Only Local Exchange Tariffed rates approved by this Commission for Telephone Company shall appear on any local exchange Telephone Company (LEC) billings
- e Telephone Company shall be listed on the LEC billing
- f Telephone Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card<sup>11</sup>
- g Telephone Company will route all 0 – or 00 – emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge
- h Upon request, Telephone Company will transfer calls to another authorized interexchange Telephone Company or to the LEC, if billing can list the caller's actual origination point
- i Telephone Company will refuse operator services to traffic aggregators that block access to other Companies
- j Telephone Company will assure that traffic aggregators post and display information reflecting
  - (1) that Telephone Company is the operator service provider,
  - (2) detailed complaint procedures, and
  - (3) instructions informing the caller on procedures to reach the operator and other authorized interexchange companies

**3 Rates**

Operator-Assisted calls will be billed on a "per-use" basis -

\$1 10/per call

**The above rates are in addition to applicable local or toll message usage charges when originating at and billed to that telephone number**

<sup>11</sup> Telephone Company does not provision their own calling cards at this time

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Local Exchange Tariff**

**2<sup>nd</sup> Revised Page 44  
Replaces 1<sup>st</sup> Revised Page 44**

**4. Exemptions**

(M)

- a. Those Customers whose physical, visual, mental or reading disabilities prevent them from completing local calls without operator assistance are to be exempted from any charges.
- b. Local calls originating from manual mobile and marine stations are to be exempted from the charges specified in 3. above.
- c. Local calls established by an operator due to trouble in the network.

**Line Status Verification and Busy Line Interrupt**

**1. Description**

The Telephone Company furnishes Line Status Verification and Busy Line Interrupt Service to customers upon request to provide line status or busy interrupt of a requested access line.

The provision of Line Status Verification involves a Telephone Company-provided operator determining the condition of an access line that a customer requests be checked. The status of the access line is verified to the requesting customer.

The provision of Busy Line Interrupt involved a Telephone Company-provided operator interrupting a conversation in progress to ascertain willingness to establish conversation with an alternate party.

**2. Regulation**

- a. This Service is provided where facilities exist for line status and busy interrupt through a Telephone Company-provided operator.
- b. No request will be processed on a collect or reversal-of-charge or person-to-person basis. However, in the case of an Emergency Busy Line Interrupt, the caller may bill collect, if necessary.
- c. **The rates set forth for Line Status Verification and Busy Line Interrupt are in addition to the rates associated with Local or Long Distance Services.**
- d. The charge for Busy Line Interrupt applies whenever the operator interrupts the conversation even though one or the other parties interrupted refuses to terminate the conversation in progress.

**3. Rate – Per Use**

The rates set forth below apply to calls from customers who request local or intraLATA intrastate assistance in determining line status or attempted interruption of a conversation in progress.

- |  |         |     |
|--|---------|-----|
| a. Line Status Verification, per request | \$20.00 | (I) |
| b. Busy Line Interrupt, per request      | \$20.00 | (I) |

If the line verified is not in use or as the result of interrupt the line is cleared, and at the calling party's request the operator completes the call, the applicable Operator Assistance Service Charges apply in addition to the Line Status Verification or Busy Line Interrupt Charge.

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Local Exchange Tariff**

**3<sup>rd</sup> Revised Page 45  
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**4. Exemptions**

Charges for Line Status Verification and Busy Line Interrupt are not applicable to calls placed from authorized emergency agencies. Police, Fire, Ambulance and 911/911-Like agencies are those agencies that qualify for this exemption.

## **1.8.11 Directory Assistance**

**1. Description**

Telephone Company will provide end user with access to Directory Assistance for obtaining telephone numbers. Charges associated with obtaining Directory Assistance information are detailed below:

**2. Rate – \$.50/per call**

**3. Exemptions**

Those Customers whose physical, visual, mental or reading disabilities prevent them from using the telephone directory are to be exempted from the charge for direct-dialed calls to Directory Assistance and from the charge for placing a call to Directory Assistance via an Operator. The method of exempting those physically, visually, and mentally or reading disabled Customers shall be via the completion of an exemption form supplied by the Telephone Company and the Telephone Company's acceptance of that form.

## **1.8.12 Metropolitan Calling Area (MCA) Service**

**1. General**

Metropolitan Calling Area (MCA) service is provided to customers in the Telephone Company's exchange areas, namely, St. Charles, Harvester, Chesterfield, Pond, Manchester, Eureka, Valley Park, Fenton, High Ridge, Sappington, Webster Groves, Kirkwood, Mehlville, Melrose, Flanders, Pacific, St. Peters, Dardenne, O'Fallon and Wentzville. Non-Ported Telephone Company Customers must have the MCA overlay subscription in addition to their basic service. Only one charge is applied to the customer's account regardless of the number of lines the Customer has requested. All lines ordered by Telephone Company's customer will provide an MCA overlay. (N)

The basic local calling scope for each of these exchanges is the MCA-wide calling scope as detailed in this Local Exchange Tariff.

The charges for MCA apply to the main billed telephone number. MCA will be furnished on all additional lines at no additional charge.

**2. Regulations**

Unless otherwise specified in these regulations, MCA is offered to all classes and grades of residence customers located in the Telephone Company's MCA exchanges.

MCA is designed and intended for the exclusive use of the end user Customers of the Telephone Company. MCA is not to be shared, resold or used in any configuration of customer-provided equipment with the intent of reselling the service.

Customers include all customers of incumbent local exchange carriers and, pursuant to the Missouri Public Service Commission Report and Order in Case No. TO-99-483, all Customers of competitive local exchange carriers.

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**P.S.C. MO – No. 1**

**Charter Fiberlink Missouri, LLC  
Local Exchange Tariff**

**3<sup>rd</sup> Revised Page 46  
Replaces 2<sup>nd</sup> Revise Page 46**

MCA subscribers include all Customers of incumbent local exchange carriers and competitive Local exchange carriers being served by dedicated NXX codes identified as MCA NXX codes Pursuant to the Missouri Public Service Commission's Report and order in Case no. TO-99-483.

In situations where multiple access lines share the same working telephone number, if one such line subscribes to MCA service, then all lines must subscribe to MCA service.

The minimum service period for subscription is the same as for Basic Service.

For hosted numbers in MCA-3, the Customer must subscribe to MCA to receive the basic telephone service.

**3. Rate – monthly Recurring Charge (MRC)**

An extended metropolitan calling area is added to all Telephone Company packages at the rate of \$10.95 a month/per account (MCA 3), \$12.35 a month/per account (MCA 4), **(R)**  
\$19.95 a month/per account (MCA 5). **(M)**

The MCA monthly rates are billed one month in advance. MCA rates and charges apply in addition to all other rates and charges paid by the customer for other services of the Telephone Company.

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Only one MCA charge is applied to customer's bill regardless of the number of lines he may have in service.

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## **Appendix A**

### **1. General**

1.1 The telephone company will offer one month free service (including the cost of the basic line and MCA) and free installation for the period beginning on October 1, 2002 and ending on February 28, 2003. This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. Mo-No. 1 tariff and pursuant to the general terms listed in section of 1.8.

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## **Appendix A**

### **2. Non-MCA Port Promotion**

2.1 The telephone company will offer free installation for non-MCA ported telephone number service for the period beginning on November 2, 2002 and ending on February 23, 2003. This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general items listed in Section 1.8.

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**P.S.C. MO – No. 1**

**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**Appendix A  
3rd Revised Page 3  
Replaces 2nd Revised Page 3**

**Appendix A**

**3. Free Installation**

3.1 The Telephone Company will offer free installation (up to one jack, excluding any special construction charges) for all telephone customers for the period beginning October 18, 2004 through December 31, 2005. This promotion will be available to customers who have not had service with the Telephone Company in the previous thirty (30) days or longer. This promotion will be available in all exchange areas where the Telephone Company provides service under the P.S.C. MO-No.1 tariff pursuant to the general terms of P.S.C. MO-No.1. This promotion may be combined with the existing First Month Basic Local Service for Free offer (see Appendix A, Page 6, Section 6.1).

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## Appendix A

### 4. First Month Service for \$1.00

4.1 The Telephone Company will offer the first month local telephone service and MCA for \$1.00 (basic line plus MCA only, excludes all feature packs and *ala cart* services) for all telephone customers for the period beginning on July 2, 2003 and ending on September 30, 2003. This offer applies only to a single primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the existing Free Installation promotion valid from March 13, 2003 through March 12, 2004 (see Appendix A, Original Page 3, Section 3.1). This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general terms of P.S.C. MO-No. 1.

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Charter Fiberlink – Missouri, LLC

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## Appendix A

### 5. First Month Service for \$1.00

5.1 The Telephone Company will offer the first month local telephone service and MCA for \$1.00 (basic line plus MCA only, excludes all feature packs and *ala cart* services) for all telephone customers for the period beginning on November 26, 2003 and ending on December 31, 2003. This offer applies only to a single primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the existing Free Installation promotion valid from March 13, 2003 through March 12, 2004 (see Appendix A, Original Page 3, Section 3.1). This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general terms of P.S.C. MO-No. 1.

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**Charter Fiberlink – Missouri, LLC  
Local Exchange Tariff**

**Appendix A  
3<sup>rd</sup> Revised Page 6  
Replaces 2<sup>nd</sup> Revised Page 6**

**Appendix A**

**6 First Month Basic Local Service for Free**

6.1 The Telephone Company will offer the first month basic local telephone Service and MCA at no charge (basic line plus MCA where applicable, excluding all features which will be sold *ala carte* at the current rates) for the period beginning on January 1, 2004 and ending on December 31, 2004. This offer applies only to a single primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the current feature packages offered and with the Free Installation promotion valid from March 13, 2003 through December 31, 2004 (see appendix A, 2<sup>nd</sup> Revised Page 3, Section 3.1). This promotion Will be available to customers who have not had service with the Telephone Company In the previous six months. This promotion will be available in all exchanges areas where The Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to The general terms of P.S.C. MO-No.1. (T) (T) (T)

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Appendix A  
1<sup>st</sup> Revised Page 7  
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Appendix A

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**Appendix A  
1st Revised Page 8  
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**Appendix A**

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