

**ALENCO COMMUNICATIONS, INC.**

**LOCAL EXCHANGE TARIFF**

A Telecommunications Utility

Mr. Robby Allen, General Manager  
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(817) 447-0127

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen Effective: April 2, 2012  
Title: President

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Title: President

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Title:         President

LOCAL EXCHANGE SERVICE

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By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**I. DESCRIPTION OF OPERATIONS**

Alenco Communications, Inc. (the Company) is a privately owned public utility incorporated under the laws of the State of Texas in 1978. Alenco Communications, Inc. provides telecommunications services in the areas certified to the Company which includes service to Erath, Comanche, Hamilton, Webb, Uvalde, La Salle, Duval, Dimmit, Maverick, Freestone, Limestone, and Fisher counties, Texas, according to Certificate of Convenience and Necessity No. 40001 granted by the Public Utility Commission of Texas (the Commission). The Company's General Manager can be contacted at their main business office at 625 N. Broadway, P.O. Box 1106, Joshua, Texas 76058; telephone number (817) 447-0127 or (800) 628-5301.

Alenco Communications is financed by the Rural Utilities Services (RUS).

**Service Areas**

<u>Exchange</u>	<u>(NPA-NXX)</u>	<u>City</u>	<u>Counties</u>
Alexander	254 764	Alexander	Erath
Carlton	254 785	Carlton	Erath, Comanche and Hamilton
Dolores	956 417	Laredo	Webb
Donie	254 359	Donie	Freestone, Limestone
Knippa	830 934	Knippa	Uvalde
Maryneal	325 288	Maryneal	Nolan
McCaulley	325 962	McCaulley	Fisher
Modeana	956 418	--	Webb, La Salle and Duval
Sylvester	325 993	Sylvester	Fisher
West Marietta	956 419	--	Webb, Dimmit and Maverick

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**LOCAL EXCHANGE SERVICE**

**II. APPLICATION OF RATES**

**A. General**

1. The rates and charges listed in this Section apply to the Local Exchange Service provided by the Company in its service area which is specified by the Company's exchange service area maps approved and on file with the Public Utility Commission of Texas.

The telecommunications services described in this Section are subject to the other rates, charges, rules and regulations of the Local Exchange Tariff in its current form or as it may be revised in the future.

2. The local exchange service rates and charges specified in this Section are for basic local exchange service and facilities only. The rates for other ancillary services or facilities not specifically shown in this Section are presented in other Sections of this tariff.

3. Unless otherwise specified, the rates and charges quoted in this Section are for a minimum period of one month, payable in advance and provide unlimited flat rate calling within the exchange area.

4. Local access trunks may be required for local access connections terminating in, or for use with some types of customer-provided equipment.

By: Richard L. Allen  
Title: President

**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 1**  
3rd Revised Page 4  
Replacing 2nd Revised Page 4

**LOCAL EXCHANGE SERVICE**

**II. APPLICATION OF RATES (Continued)**

**B. RESERVED FOR FUTURE USE**

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Title: President



**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 1**  
3rd Revised Page 5  
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**LOCAL EXCHANGE SERVICE**

**II. APPLICATION OF RATES (Continued)**

**B. RESERVED FOR FUTURE USE**

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**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 1**  
2nd Revised Page 6  
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**LOCAL EXCHANGE SERVICE**

**II. APPLICATION OF RATES (Continued)**

**B. RESERVED FOR FUTURE USE**

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**ALENCO COMMUNICATIONS, INC.**  
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**SECTION 1**  
2nd Revised Page 7  
Replacing 1st Revised Page 7

**LOCAL EXCHANGE SERVICE**

**II. APPLICATION OF RATES (Continued)**

**B. RESERVED FOR FUTURE USE**

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Title: President

LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES

A. Residence Monthly Local Exchange Access Line Rates (1)

<u>Exchange</u>	<u>1-Party</u>	<u>Key System (2)</u>
Alexander	\$12.50	
Carlton	\$12.50	
Dolores	\$16.00	
Donie	\$16.00	\$16.25
Knippa	\$12.50	
Maryneal	\$12.50	\$12.75
McCaulley	\$12.50	\$12.75
Modeana	\$16.00	
Sylvester	\$12.50	\$12.75
West Marietta	\$16.00	

(1) Rates for Access Line Service do not include a charge for an instrument or other customer premises equipment.

(2) These rates apply to Donie, Maryneal, McCaulley, and Sylvester exchanges only.

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Title: President

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES

B. Business Monthly Local Exchange Access Line Rates

<u>Exchange</u>	<u>1-Party (1)</u>	<u>PBX/Key System (2)</u>	<u>Rotary Hunting Service (1)</u>	<u>Key System Trunk (3)</u>	<u>PBX (3)</u>
Alexander	\$17.20	\$23.15	\$21.25		
Carlton	\$17.20	\$23.15	\$21.25		
Dolores	\$26.10	\$30.15	\$25.25		
Donie	\$24.20		\$25.00	\$30.15	\$30.15
Knippa	\$16.25	\$17.50	\$17.50		
Maryneal	\$19.25		\$21.25	\$23.15	\$30.15
McCaulley	\$19.25		\$21.25	\$23.15	\$30.15
Modeana	\$26.10	\$30.15	\$25.25		
Sylvester	\$19.25		\$21.25	\$23.15	\$30.15
West Marietta	\$26.10	\$30.15	\$25.25		

- (1) Rates for Access Line Service do not include a charge for an instrument or other customer premises equipment.
- (2) These rates apply to all exchanges except the Donie, Maryneal, McCaulley, and Sylvester exchanges.
- (3) These rates apply to Donie, Maryneal, McCaulley, and Sylvester exchanges only.

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Title: President

LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential

	<u>Monthly Rate</u> <sup>(1)</sup>	
1. ACI 2-Lines DISH Plus DSL <sup>(8)</sup>	\$96.99	T
- Two Access Lines with Touchtone Service on both lines		
- Expanded Local Calling on both lines		
- Optional Service - Any or All Services <sup>(2)</sup>		
Call Forwarding		
Speed Calling 8		
Three Way Calling		
Calling Name and Number Delivery		
Call Waiting ID		
Anonymous Call Rejection		
- Pathway 300 minute Nationwide Calling Plan <sup>(3)(4)</sup>		
- Dish Networks Service <sup>(5)</sup>		
- DSL 786 Kbps <sup>(6)(7)</sup>		

- (1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.
- (2) Customers can choose a maximum of six optional services for each line.
- (3) Available for one access line only.
- (4) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.
- (5) DISH service is provided by DISH Networks.
- (6) Internet/DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.
- (7) Prices do not include installation and equipment charges for DSL. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues DSL Service, early termination fee does not apply.
- (8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential  
(Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
<b>1. ACI 2-Lines DISH Select</b> <sup>(8)</sup>	<b>\$83.99</b>	<b>T</b>
- Two Access Lines with Touchtone Service on both lines		
- Expanded Local Calling on both lines		
- Optional Service - Any or All Services <sup>(2)</sup>		
Call Forwarding		
Speed Calling 8		
Three Way Calling		
Calling Name and Number Delivery		
Call Waiting ID		
Anonymous Call Rejection		
- Pathway 300 minute Nationwide Calling Plan <sup>(3)(4)</sup>		
- Dish Networks Service <sup>(5)</sup>		
Add Internet Service <sup>(6)(7)</sup>		
- 512 Kbps         \$30.70 per month		
- 256 Kbps        \$20.70 per month		
- Dial-Up Internet \$13.99 per month		

- (1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.
- (2) Customers can choose a maximum of six optional services for each line.
- (3) Available for one access line only.
- (4) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.
- (5) DISH service is provided by DISH Networks.
- (6) Internet/DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.
- (7) Prices do not include installation and equipment charges for DSL. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues DSL Service, early termination fee does not apply.
- (8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential  
(Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
<b>3. ACI 1-Line DISH Plus DSL</b> <sup>(7)</sup>	<b>\$79.03</b>	<b>T</b>
- One Access Line with Touchtone Service		
- Expanded Local Calling		
- Optional Service - Any or All Services		
Call Forwarding		
Call Waiting/Cancel Call Waiting		
Three Way Calling		
Calling Name/Number Delivery		
- Pathway 300 minute Nationwide Calling Plan		
- Dish Networks Service		
- DSL 786 Kbps		

(1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.

(2) Customers can choose any or all of these four optional services for this line.

(3) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(4) DISH service is provided by DISH Networks.

(5) Internet/DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.

(6) Prices do not include installation and equipment charges for DSL. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues DSL Service, early termination fee does not apply.

(7) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential (Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
<b>4. ACI 2-Lines ELCS 500 Pak Plus 512K</b> <sup>(8)</sup>	<b>\$80.70</b>	<b>T</b>
- Two Access Lines with Touchtone Service on both lines		
- Expanded Local Calling Service(ELCS)on both lines <sup>(2)</sup>		
- Optional Service - Any or All Services <sup>(3)</sup> Call Forwarding Call Waiting Speed Calling 8 Three Way Calling Calling Name and Number Delivery		
- Pathway 500 minutes Nationwide Calling Plan <sup>(4)(5)</sup>		
- DSL 512 Kpbs <sup>(6)(7)</sup>		

(1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.

(2) Expanded Local Calling Service (ELCS) is available only in the exchanges of Alexander, Carlton, Donie, Knippa, Maryneal, McCaulley and Sylvester.

(3) Customers can choose a maximum of five optional services for each line.

(4) Toll minutes available on one access line only.

(5) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(6) DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.

(7) Prices do not include installation and equipment charges for DSL Service. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues DSL Service, early termination fee does not apply.

(8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential (Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
5. ACI 2-Lines EAS 500 Pak Plus 512K <sup>(8)</sup>	\$140.70	T
- Two Access Lines with Touchtone Service on both lines		
- Extended Area Service(EAS)on both lines <sup>(2)</sup>		
- Optional Service - Any or All Services <sup>(3)</sup>		
Call Forwarding		
Call Waiting		
Speed Calling 8		
Three Way Calling		
Calling Name and Number Delivery		
- Pathway 500 minutes Nationwide Calling Plan <sup>(4)(5)</sup>		
- DSL 512 Kbps <sup>(6)(7)</sup>		

(1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.

(2) Extended Area Service (EAS) is available only in the exchanges of Dolores, Modeana and West Marietta.

(3) Customers can choose a maximum of five optional services for each line.

(4) Toll minutes available for one access line only.

(5) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(6) DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.

(7) Prices do not include installation and equipment charges for DSL Service. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues Internet DSL Service, early termination fee does not apply.

(8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential (Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
<b>6. ACI 2-Lines ELCS 300 Pak Plus 256K</b> <sup>(8)</sup>	<b>\$60.70</b>	<b>T</b>
- Two Access Lines with Touchtone Service on both lines		
- Expanded Local Calling Service(ELCS)on both lines <sup>(2)</sup>		
- Optional Service - Any or All Services <sup>(3)</sup> Call Forwarding Call Waiting Speed Calling 8 Three Way Calling Calling Name and Number Delivery		
- Pathway 300 minutes Nationwide Calling Plan <sup>(4)(5)</sup>		
- DSL 256 Kpbs <sup>(6)(7)</sup>		

(1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.

(2) Expanded Local Calling Service (ELCS) is available only in the exchanges of Alexander, Carlton, Donie, Knippa, Maryneal, McCaulley and Sylvester.

(3) Customers can choose a maximum of five optional services for each line.

(4) Toll minutes available on one access line only.

(5) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(6) DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.

(7) Prices do not include installation and equipment charges for DSL Service. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues Internet DSL Service, early termination fee does not apply.

(8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

C. Local Exchange Service Packages - Residential (Continued)

	<u>Monthly Rate</u> <sup>(1)</sup>	
7. ACI 2-Lines EAS 300 Pak Plus 256K <sup>(8)</sup>	\$120.70	T
- Two Access Lines with Touchtone Service on both lines		
- Extended Area Service (EAS) on both lines <sup>(2)</sup>		
- Optional Service - Any or All Services <sup>(3)</sup>		
Call Forwarding		
Call Waiting		
Speed Calling 8		
Three Way Calling		
Calling Name and Number Delivery		
- Pathway 300 minutes Nationwide Calling Plan <sup>(4)(5)</sup>		
- DSL 256 Kbps <sup>(6)(7)</sup>		

(1) Rates do not include applicable municipal, state and federal taxes and surcharges, by government agencies and the state and federal regulatory commissions.

(2) Extended Area Service (EAS) is available only in the exchanges of Dolores, Modeana and West Marietta.

(3) Customers can choose a maximum of five optional services for each line.

(4) Toll minutes available on one access line only.

(5) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(6) DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible.

(7) Prices do not include installation and equipment charges for DSL Service. Equipment is free with a one-year term contract for DSL Service. Early termination fee is \$250. If a customer cancels package subscription but continues Internet DSL Service, early termination fee does not apply.

(8) **Effective May 5, 2011, ACI will no longer offer this package to new or existing local exchange customers. Customers currently subscribing to this package before May 5, 2011 can maintain the same services at the same rates until they cancel or move to another plan currently offered by the Company. Customers upgrading to a new package offering within 60 days of the effective date will not be charged the equipment fee or service charge for the change of service.**

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LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)

D. ACI Broadband Package- Residential

	<u>Monthly Rate</u> <sup>(1)(8)</sup>	
1. ACI Broadband Package - 2-Lines/500 Minutes	\$46.40	I
- Two Access Lines with Touchtone Service on both lines (9)		T
- Optional Services - Pick Any or All Features <sup>(2)</sup> Call Waiting ID Calling Name/Number Delivery Three Way Calling		
- Toll Calling <sup>(3)</sup> Nationwide Toll Calling - 500 minutes		
- Dish Networks Service <sup>(4)</sup> Digital Cable Service A customer can add Digital Cable Service for an additional monthly fee		
- Internet Service <sup>(5)(6)(7)</sup> Broadband or DSL Service A customer can add Broadband or DSL Service for an additional monthly fee		

(1) Rates do not include applicable state and federal taxes. The End User Common Line charge, as approved in the Company's Interstate Access Service Tariff, National Exchange Carrier Association, Inc. Tariff FCC No. 5 is not included in the package price.

(2) Customers can choose any or all features on both lines.

(3) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(4) DISH service is provided by DISH Networks. ACI customers will be billed directly by DISH Networks for the service.

(5) Broadband/DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible. Customers need to call the Company to find out what broadband speeds are available in their Exchange. You may add the following Broadband/DSL Service for the following additional monthly fee:

15 Mbps \$65.70 extra per month	10 Mbps \$50.70 extra per month
6 Mbps \$45.70 extra per month	3 Mbps \$35.70 extra per month
1.5 Mbps \$30.70 extra per month	768 Kbps \$25.70 extra per month
512 Kbps \$20.70 extra per month	256 Kbps \$12.70 extra per month

(6) Prices do not include installation and equipment charges for Broadband or DSL Service. Internet subscribers will be subject to applicable early termination fees as defined in NECA Tariff No. 5. Total early termination charges will not exceed \$250. If a customer cancels the package subscription but continues High Speed or Internet DSL Service, the early termination fee does not apply.

(7) From May 5, 2011 to August 5, 2011, new or existing customers subscribing to this package may select the 3 Mbps Internet Service, if available in their exchange, for an additional monthly charge of \$19.99 per month during the 90-day promotional period.

(8) The Expanded Local Calling Service mandatory rate additive applicable to the customer's exchange will be in addition to the price of this package. The Extended Area Service is an optional service and will be in addition to the price of this package.

(9) Installation charges apply only to first line.

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Title: President

**LOCAL EXCHANGE SERVICE**

**III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Continued)**

**E. ACI Broadband Package- Business**

**Monthly Rate<sup>(1)(8)</sup>**

- 1. ACI Broadband Package - 2 Lines/500 Minutes \$56.40**
- Two Access Lines with Touchtone Service on both lines
  - Optional Services - Pick any or all Calling Features<sup>(2)</sup>
    - Call Waiting ID
    - Calling Name/Number Delivery
    - Three Way Calling
  - Toll Calling<sup>(3)</sup>
    - Nationwide Toll Calling - 500 minutes
  - Dish Networks Service<sup>(4)</sup>
    - Digital Cable Service
      - A customer can add Digital Cable Service for an additional monthly fee
  - Internet Service<sup>(5)(6)(7)</sup>
    - Broadband or DSL Service
      - A customer can add High-Speed or DSL Service for an additional monthly fee

(1) Rates do not include applicable state and federal taxes. The End User Common Line charge, as approved in the Company's Interstate Access Service Tariff, National Exchange Carrier Association, Inc. Tariff FCC No. 5 is not included in the package price.

(2) Customers can choose any or all features on both lines.

(3) Toll Calling is provided by Pathway Com-Tel, Inc. Certain restrictions apply.

(4) DISH service is provided by DISH Networks. ACI customers will be billed directly by DISH Networks for the service.

(5) Broadband/DSL Service is provided by ACI and includes unlimited access to the Internet where technically feasible. Customers need to call the Company to find out what broadband speeds are available in their Exchange. You may add the following Broadband/DSL Service for the following additional monthly fee:

15 Mbps \$75.70 extra per month	10 Mbps \$60.70 extra per month
6 Mbps \$55.70 extra per month	3 Mbps \$45.70 extra per month
1.5 Mbps \$40.70 extra per month	768 Kbps \$35.70 extra per month
512 Kbps \$30.70 extra per month	256 Kbps \$22.70 extra per month

(6) Prices do not include installation and equipment charges for Broadband or DSL Service. Internet subscribers will be subject to applicable early termination fees as defined in NECA Tariff No. 5. Total early termination charges will not exceed \$250. If a customer cancels the package subscription but continues High Speed or Internet DSL Service, the early termination fee does not apply.

(7) From May 5, 2011 to August 5, 2011, new or existing customers subscribing to this package may select the 3 Mbps Internet Service, if available in their exchange, for an additional monthly charge of \$29.99 per month during the 90-day promotional period.

(8) The Expanded Local Calling Service mandatory rate additive applicable to the customer's exchange will be in addition to the price of this package. The Extended Area Service is an optional service and will be in addition to the price of this package.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

IV. EXPANDED LOCAL CALLING SERVICE (ELCS)

A. General

Expanded Local Calling Service (ELCS) allows the end user to make calls to one or several other exchanges for a monthly flat rate fee rather than pay timed toll charges for these calls. The regulations involving ELCS are found in P.U.C. Substantive Rule 23.49(c).

B. Description

The following Paragraph, Section 1.IV.C., lists the exchange(s) of the Company (Petitioning Exchanges) that have received approval of their ELCS petition(s), along with a listing of the exchanges which will be in the toll free Expanded Local Calling Scope. The rate (flat-rate) additives for residential and business lines are also listed. These ELCS monthly rates are mandatory and in addition to current local exchange rates as specified in Paragraph III.A. and III.B.

C. ELCS Monthly Rate Additive

<u>Petitioning Exchange</u>	<u>Expanded Local Calling Scope</u>	<u>Residence Per Line</u>	<u>Business Per Line</u>	
Maryneal (915-288)	Blackwell (915-282) Colorado City (915-278) Roscoe (915-728) Sweetwater (915-235, 236)	\$3.50	\$7.00	D

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By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

IV. EXPANDED LOCAL CALLING SERVICE (ELCS) (Continued)

C. ELCS Monthly Rate Additives (Continued)

<u>Petitioning Exchange</u>	<u>Expanded Local Calling Scope</u>	<u>Residence Per Line</u>	<u>Business Per Line</u>	
McCaulley (915-962)	Abilene (915-222, 915-627 915-670, 915-671, 915-672, 915-673, 915-674, 915-675, 915-676, 915-677, 915-690, 915-691, 915-692, 915-695, 915-696, 915-698, 915-734, 915-738, 915-793) Roby (915-776) Sweetwater 915-235, 915-236)	\$ 3.50	\$ 7.00	D
Sylvester (915-993)	Abilene (915-222, 915-627 915-670, 915-671, 915-672, 915-673, 915-674, 915-675, 915-676, 915-677, 915-690, 915-691, 915-692, 915-695, 915-696, 915-698, 915-734, 915-738, 915-793) Roby (915-776) Sweetwater 915-235, 915-236)	\$ 3.50	\$ 7.00	

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By: Richard L. Allen  
Title: President



**LOCAL EXCHANGE SERVICE**

**IV. EXPANDED LOCAL CALLING SERVICE (ELCS) (Continued)**

**C. ELCS Monthly Rate Additives (Continued)**

<u>Petitioning Exchange</u>	<u>Expanded Local Calling Scope</u>	<u>Residence Per Line</u>	<u>Business Per Line</u>	
Knippa (830-934)	Sabinal (830-928) Uvalde (830-278, 830-278, 830-486, 830-591)	\$ 3.50	\$ 7.00	
Carlton (254-785)	Alexander (254-764) Dublin (254-445) Hamilton (254-386) Hico (254-796) Stephenville (254-552, 254-918, 254-965, 254-968 254-977)	\$ 3.50	\$ 7.00	E
Alexander (254-764)	Carlton (254-785) Dublin (254-445) Hico (254-796) Stephenville (254-552, 254-918, 254-965, 254-968 254-977)	\$ 3.50	\$ 7.00	N   N

By: Richard L. Allen  
 Title: President

LOCAL EXCHANGE SERVICE

IV. EXPANDED LOCAL CALLING SERVICE (ELCS) (Continued)

D. TOLL-FREE ONE-WAY LOCAL CALLING SCOPE

1. The Toll-Free One-Way Local Calling Scope is a non-optional local calling arrangement that permits a customer located in the following Company exchanges to make an outbound call to a customer located in another incumbent local exchange carriers' (ILEC's) or Intra-Company exchanges, as specified below, without incurring long distance charges. To qualify for a toll-free call, a customer must call customers located in the exchanges listed below using 10-digit dialing for a call to be routed as a local call. However, if a customer continues to dial 1+ to call these areas, ACI's equipment will route the customer to their presubscribed interexchange carrier, and the customer will incur toll charges from their long distance provider.

2. <u>Exchanges</u>	<u>NPA/NXX</u>
Donie	<b>Mexia Exchange</b> (254) 203, 237, 355, 472, 506, 562, 579, 625, 747.
Donie	<b>Groesbeck Exchange</b> (254) 255, 645, 729.
Dolores, Modeana, and West Marietta	<b>Laredo Exchange</b> (956) 206, 218, 220, 229, 231, 235, 236, 237, 242, 251, 267, 269, 273, 284, 285, 286, 290, 307, 315, 319, 324, 326, 333, 334, 337, 344, 401, 436, 462, 473, 489, 508, 523, 568, 635, 645, 693, 712, 717, 718, 719, 721, 722, 723, 724, 725, 726, 727, 728, 729, 740, 744, 753, 754, 763, 764, 771, 774, 775, 786, 790, 791, 794, 795, 796, 857, 898, 949.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

IV. EXPANDED LOCAL CALLING SERVICE (ELCS) (Continued)

D. TOLL-FREE ONE-WAY LOCAL CALLING SCOPE (Continued)

2. <u>Exchanges</u> (Continued)	<u>NPA/NXX</u> (Continued)
Dolores	Modeana (956) 418
	West Marietta (956) 419
Modeana	Dolores (956) 417
	West Marietta (956) 419
West Marietta	Dolores (956) 417
	Modeana (956) 418

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**V. COMPANY FORMS**

**A. Agreement of Understanding on Deferred Payment Plan**

AGREEMENT OF UNDERSTANDING ON DEFERRED PAYMENT PLAN

DATE: \_\_\_\_\_

CUSTOMER'S TELEPHONE NUMBER(S): \_\_\_\_\_

CUSTOMER'S NAME: \_\_\_\_\_

CUSTOMER'S ADDRESS: \_\_\_\_\_

TOTAL AMOUNT CURRENTLY DUE THE COMPANY ON THE ABOVE ACCOUNT(S) AS OF: \_\_\_\_\_

AMOUNT OF DEFERRED PAYMENT \$ \_\_\_\_\_

PENALTY (For late payment, if applicable) \$ \_\_\_\_\_

TOTAL AMOUNT OF DEFERRED PAYMENT PLAN \$ \_\_\_\_\_

PAYMENT ARRANGEMENTS: You are required to pay one-third (1/3) of the deferred balance amount; however, you may pay more if you desire to do so.

AMOUNT OF CURRENT PAYMENT ON THE ACCOUNT \$ \_\_\_\_\_

DATE PAYMENT RECEIVED \_\_\_\_\_

1ST PAYMENT AMOUNT: \$ \_\_\_\_\_

DATE TO BE RECEIVED BY THE COMPANY\* \_\_\_\_\_

2ND PAYMENT AMOUNT: \$ \_\_\_\_\_

DATE TO BE RECEIVED BY THE COMPANY\* \_\_\_\_\_

3RD PAYMENT AMOUNT: \$ \_\_\_\_\_

DATE TO BE RECEIVED BY THE COMPANY\* \_\_\_\_\_

\* THIS AMOUNT IS TO BE PAID IN THE COMPANY'S GENERAL OFFICE, AT THE OFFICE OF THE COMPANY'S COLLECTION AGENT, OR RECEIVED BY THE COMPANY IN THE U.S. MAIL ON OR BEFORE THE SPECIFIED DATE.

COMMENTS: \_\_\_\_\_

**If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the utility immediately and do not sign this contract.**

**If you do not contact the utility, or if you sign this agreement, you give up your right to dispute the amount due under the agreement, except for the utility's failure or refusal to comply with the terms of this agreement.**

I hereby acknowledge that I have read this agreement and that it accurately states the terms as discussed between the member and the Company, either in person or by telephone.

Signed and accepted by:

CUSTOMER: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**V. COMPANY FORMS** (Continued)

**A. Agreement of Understanding on Deferred Payment Plan**  
(Continued)

**AGREEMENT OF UNDERSTANDING ON DEFERRED PAYMENT PLAN**

**TERMS AND CONDITIONS**

- (A) The customer agrees to make payments in the full amounts and on the dates as specified;
- (B) The customer agrees to pay a 5% penalty for late payment as specified;
- (C) The customer agrees that, in addition to the payments as specified, the current billings to this account or accounts shall be paid on or before the due dates;
- (D) The customer understands that failure to fulfill the terms of this agreement may result in disconnection of the stated telephone service. If service is disconnected, a reestablishment of credit could be required in addition to the service connection charges applicable to restore telephone services;
- (E) The customer understands that failure to fulfill the terms of this agreement may terminate this agreement and the Company would not be required to renegotiate the Deferred Payment Plan.
- (F) The Company shall not disconnect the telephone service if the customer meets the terms of this agreement;
- (G) In the event the customer fails to fulfill the terms of this agreement, the Company shall provide to the customer a terminating notice allowing ten (10) days prior to the disconnection of the customer's telephone service.
- (H) The Company shall provide a copy of this agreement, either in person at the Company's office or by mail. Once the agreement is signed, acceptance is made by both parties.
- (I) The Company shall not charge any finance charges to the customer for the Deferred Payment Plan, except for the penalty for late payment as indicated above.

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**V. COMPANY FORMS (Continued)**

**B. Limited Contract of Guaranty**

LIMITED CONTRACT OF GUARANTY

Applicant-Customer

Guarantor

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_

Service Location: \_\_\_\_\_

(No.)

(Street)

(City)

(State)

WITNESSETH: That, whereas Alenco Communications, Inc. (hereinafter called "Telephone Company") as a condition to furnishing or continuing to furnish telecommunications services to the above named Applicant or Customer (hereinafter referred to collectively as "Customer") at the above stated service location, or any other service location to which telecommunications services shall be provided to Customer hereunder, has requested Customer to establish credit by furnishing a satisfactory guarantor for payment of charges for telecommunications services; NOW, THEREFORE, the undersigned GUARANTOR, (residing) (doing business) at the address shown above, in consideration of the Telephone Company furnishing or continuing to furnish to Customer telecommunications services, hereby absolutely and unconditionally GUARANTEES to the Telephone Company the PAYMENT BY CUSTOMER OF ALL CHARGES FOR TELECOMMUNICATIONS SERVICES OF ALL KINDS WHATSOEVER, for which Customer may now be liable or for which Customer may in the future become liable; provided however, that the undersigned's liability under the Guaranty shall in no event exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Guarantor covenants and agrees that, if Customer at any time shall be in default in the payment of the charges for said telecommunications services, the undersigned Guarantor will pay all outstanding charges, to the limit of the Guaranty, upon the demand of the Telephone Company. IN THE EVENT GUARANTOR DEFAULTS IN MAKING PAYMENT AS AFORESAID, GUARANTOR AGREES THAT THE AMOUNT DUE FROM CUSTOMER, TO THE LIMIT OF THIS GUARANTY, MAY BE TRANSFERRED TO ANY ACCOUNT GUARANTOR HAS WITH THE TELEPHONE COMPANY, AND GUARANTOR UNDERSTANDS AND AGREES THAT GUARANTOR'S TELEPHONE SERVICES IS SUBJECT TO SUSPENSION IN ACCORDANCE WITH TELEPHONE COMPANY'S TARIFFS IF ALL CHARGES, INCLUDING THE CHARGES DUE FROM CUSTOMER WHICH HAVE BEEN TRANSFERRED TO GUARANTOR'S ACCOUNT, ARE NOT PROMPTLY PAID WHEN DUE. Telephone Company's right of suspension of Guarantor's telephone service pursuant to this contract and its exercise or nonexercise of that right shall not constitute a waiver of Telephone Company's right to bring suit against Guarantor to enforce Guarantor's obligations herein assumed, in which case Guarantor also agrees to pay Telephone Company's Court costs and reasonable attorneys' fees thereby incurred in such suit.

Guarantor hereby waives notice of acceptance of the guaranty, notice of default and non-payment by Customer, demand and presentment to Guarantor for payment (except as required by Telephone Company's tariffs prior to suspension of Guarantor's telephone service) and protest and diligence in bringing suit against any party hereto. Guarantor consents that time of payment may be extended by the Telephone Company without notice thereof. If suit is brought to enforce Guarantor's obligation herein assumed, Guarantor agrees to be further liable and indebted for the court costs and reasonable attorney fees thereby incurred.

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**V. COMPANY FORMS (Continued)**

**B. Limited Contract of Guaranty (Continued)**

LIMITED CONTRACT OF GUARANTY

This Contract of Guaranty shall remain in full force and effect until 30 days after receipt by the Telephone Company of Guarantor's written notice to terminate this contract delivered to the Telephone Company's business office designated below; provided, however, that Guarantor's liability hereunder shall remain in effect after the termination of this contract with respect to any and all charges for telecommunications services incurred by Customer at any time prior to the effective date of the termination of this contract. This Contract of Guaranty shall apply to all telecommunications services presently furnished to Applicant and any additional telecommunications services which Applicant may from time to time be furnished at the above listed service location or at any other location.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor (Individual)

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Guarantor (Individual)

\_\_\_\_\_  
Social Security No.

BY:

\_\_\_\_\_  
Name Title

Alenco Communications, Inc.  
625 N. Broadway  
Joshua, Texas 76058  
ATTN: Manager

\_\_\_\_\_  
\_\_\_\_\_

ACCOUNT DISCLOSURE AUTHORIZATION

The undersigned Applicant or Customer for telecommunications services hereby authorizes Alenco Communications, Inc. to disclose information to the guarantor regarding the applicant's account history with Alenco Communications, as such history is reflected on Alenco Communications, Inc. internal business records, and to disclose at any time during the period this contract of guaranty remains in effect, the nature of the charges and the amount due and outstanding on applicant's account for telephone communications services.

The undersigned Applicant or Customer further agrees and acknowledges that Telephone Company's acceptance and/or enforcement of this Guaranty shall not in any way relieve Applicant or Customer from liability for all charges for telecommunications services furnished to Applicant or Customer by Telephone Company or constitute a waiver by Telephone Company of any of its rights on account of Applicant's or Customer's liability.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
(Applicant) (Customer)

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**V. COMPANY FORMS (Continued)**

**C. Application for Telephone Service**

APPLICATION FOR TELEPHONE SERVICE

CA-PR #: \_\_\_\_\_ EXCHANGE \_\_\_\_\_ DATE INST. \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_ TEL.#( ) \_\_\_\_\_

NAME TO BE LISTED IN DIRECTORY \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ RENT \_\_\_\_\_ OWN \_\_\_\_\_

HEAD OF HOUSEHOLD \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_

HEAD OF HOUSEHOLD D.L.# \_\_\_\_\_ SPOUSE'S D.L.# \_\_\_\_\_

FORMER TEL. #, TOWN & STATE \_\_\_\_\_

PRESENT EMPLOYER \_\_\_\_\_ WK. TEL# \_\_\_\_\_

SPOUSE'S EMPLOYER \_\_\_\_\_ WK. TEL# \_\_\_\_\_

DEPOSIT AMOUNT \$ \_\_\_\_\_ DATE PAID \_\_\_\_\_ CK. # \_\_\_\_\_

SUB-DIVISION \_\_\_\_\_ MAP # \_\_\_\_\_ UNIT# \_\_\_\_\_ LOT # \_\_\_\_\_

ENHANCED SERVICES & CHARGES

TOUCH TONE.....	\$0.00....Y N	S.O. CHG \$ _____
CALL WAITING (AND CCWT)....	1.50....Y N	I.W. CHG _____
CALL FORWARDING.....	1.50....Y N	JACK CHG _____
THREE WAY CALLING.....	1.50....Y N	TRIP CHG _____
SPEED CALLING		C.O. ACS _____
8 CODE.....	1.50....Y N	CUSTOM _____
30 CODE.....	2.00....Y N	900/976 BLK....Y N
NON-PUBLISHED NUMBER.....	1.00....Y N	P I C _____

CO A M OR LEASE

CUSTOMER OWNED AND MAINT. PHONE.....	Y	LONG CORD.....\$	0.25	Y	N
CUSTOMER INSIDE WIRE MAINT.....	Y	O/S BELL.....	1.00	Y	N
LEASE TELEPHONE - 500 554 2500 2554.....	Y	AMP HANDSET.....	1.50	Y	N
LEASE INSIDE WIRE MAINT.....	Y	EXT LISTING.....	.50	Y	N
COUNTY _____	COUNTY ROAD _____	O.P. EXT.....	1.25	Y	N

CREDIT CHECK INFORMATION

NAME OF TEL. CO.: \_\_\_\_\_ TEL NO.:( ) \_\_\_\_\_  
 ESTABLISHED DATE \_\_\_\_\_  
 CLASS \_\_\_\_\_  
 TREATMENT \_\_\_\_\_  
 DATE OF CREDIT CHECK \_\_\_\_\_ EMPLOYEE \_\_\_\_\_

By: Richard L. Allen  
 Title: President



**LOCAL EXCHANGE SERVICE**

**VI. LIFELINE PROGRAM**

The Lifeline Program is a retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

**A. General**

1. A qualifying low-income customer subscribing to the Lifeline Program shall receive federal and state reductions to their monthly tariffed residential local exchange access line rate.

2. Nothing in this section shall prohibit a customer who is otherwise eligible for the Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.

3. Lifeline Program reductions do not apply to surcharges, taxes, long distance service, 976 and other information related telecommunications services, and optional services such as custom calling features. Customers may obtain these services, where available, at their discretion.

4. The Lifeline Program rate reductions do not apply to service connection charges.

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By: Richard L. Allen  
Title: President

Effective: April 2, 2012

**LOCAL EXCHANGE SERVICE**

**VI. LIFELINE PROGRAM (Continued)**

**A. General (Continued)**

6. The Company may not disconnect the service of a Lifeline Program customer for the non-payment of toll charges. However, the Company reserves the right to implement toll blocking, at no charge, if the customer incurs a significant balance of unpaid toll bills. The Company will inform the customer, by direct mail, of this change to their service due to the customer's non-payment of toll charges. Upon the customer's payment of all outstanding toll charges, the Company shall remove mandatory toll blocking at no charge.

7. Upon subscribing to the Lifeline Program, a customer will be offered a subscription, at no charge, to toll blocking service (in exchanges where technically available) which denies the customer access to the long distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking.

8. The Lifeline Program rate reductions will not be available on a retroactive basis unless approved by the Public Utility Commission of Texas or the Low-Income Discount Administrator (LIDA).

**B. Designated Lifeline Program Services**

The Company shall offer voice telephony services that provide the following functionalities as designated Lifeline Program services:

1. Voice grade access to the public switched network or its functional equivalent
2. Minutes of use for local service provided at no additional charge to customer
3. Access to emergency services
4. Toll blocking service

By: Richard L. Allen  
Title: President

Effective: April 2, 2012

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LOCAL EXCHANGE SERVICE

VI. LIFELINE PROGRAM (Continued)

C. Eligibility Requirement

1. Qualifying Low-income (Eligible) Customer Criteria

An eligible customer shall be defined as an individual whose annual household income is at or below 150% of the federal poverty guidelines or in whose household resides a person who receives or has a child who receives benefits from at least one of the following programs:

- a. Medicaid
- b. Food Stamps (Supplemental Nutrition Assistance Program) T
- c. Supplemental Security Income (SSI) T
- d. Federal Public Housing Assistance (FPHA)
- e. Low-Income Heat and Energy Assistance program (LIHEAP)
- f. Health benefits coverage under the state Children's Health Insurance Program (CHIP)
- g. National School Lunch Program's Free Lunch Program N
- h. Temporary Assistance for Needy Families N

The Lifeline Program rate reductions will be provided to each eligible customer. The Low-Income Discount Administrator (LIDA) will provide a list of eligible customers to the Company each month.

2. Obligations of the Customer

a. Customers whose annual household income is at or below 150% of the federal poverty guidelines or who participate in FPHA or LIHEAP programs may self-enroll for Lifeline Program benefits by completing an application form and returning it to LIDA. LIDA will send a blank application upon customer request. LIDA can be reached at 1-866-4LITEUP. Current customers receiving benefits under Medicaid, Food Stamps, SSI or CHIP programs will be subject to the Lifeline Program automatic enrollment procedures as provided by the LIDA unless they provide a written request to the LIDA to be excluded from the Lifeline Program.

b. A customer who is eligible for the Lifeline Program, but does not have telephone service at the time the LIDA provides its eligibility list to the Company, shall be responsible for initiating a request for the Lifeline Program from the Company.

By: Richard L. Allen  
Title: President

Effective June 1, 2012

**LOCAL EXCHANGE SERVICE**

**VI. LIFELINE PROGRAM** (Continued)

**C. Eligibility Requirement** (Continued)

3. Obligations of the Company

a. LIDA will provide a list of eligible customers to the Company on a monthly basis. Upon receipt of the list, the Company shall begin reduced billing for those customers within 30 days.

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4. Discontinuance of Service

a. Discontinuance of Lifeline Discounts for customers automatically enrolled. The eligibility period for automatically enrolled customers is the length of their enrollment in Texas Health and Human Services Commission (THHSC) benefits plus a period of 60 day for renewal. Automatically enrolled customers will have an opportunity to renew their THHSC benefits or self-enrollment with LIDA upon the expiration of their automatic enrollment.

b. Discontinuance of Lifeline Discounts for customers who have self enrolled. Individuals not receiving benefits through THHSC programs, but who have met Lifeline income qualifications, are eligible to receive the Lifeline Discount for seven months, which includes a period of 60 days during which the customer may renew their eligibility with LIDA for an additional seven months.

**D. Deposit and Credit Requirements**

1. The Company shall be prohibited from charging a service deposit in order to initiate the Lifeline Program if the eligible customer voluntarily elects to receive toll blocking.

2. The Company may charge a service deposit if the eligible customer denies subscription to toll blocking upon subscribing to the Lifeline Program.

3. In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to eligible customers for the Lifeline Program.

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**VI. LIFELINE PROGRAM (Continued)**

**E. Service Connection Charges**

1. Service connection charges do not apply to eligible customers with existing, qualifying service converting to the Lifeline Program.

2. Service connection charges do apply when:

a. Existing eligible customers request additional non-qualifying services at the time Lifeline Program reduced billing is initiated.

b. New customers (those without existing local exchange access service) eligible for the Lifeline Program establish service.

c. Customers make subsequent moves or changes after initial connection to the Lifeline Program.

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By: Richard L. Allen  
Title: President

Effective: April 2, 2012

**LOCAL EXCHANGE SERVICE**

**VI. LIFELINE PROGRAM (Continued)**

**F. Lifeline Program Rate Reduction**

1. Implementation

The Company shall provide reduced billing to all Lifeline Program eligible customers within its service area in accordance with the Commission's Substantive Rules.

In instances where the customer inquires about participation in the Lifeline Program, the Company shall provide contact information for LIDA.

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By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VI. LIFELINE PROGRAM (Continued)

F. Lifeline Program Rate Reduction (Continued)

2. Amounts

The Company shall apply Lifeline Program rate reductions, per eligible customer, as described below.

	<u>Monthly Rate Reduction</u>
a. Federal Reduction Applied to Federal Subscriber Line Charge and Residential Local Exchange Access Line Charge	47.C.F.R. Section 54.403
b. Maximum State Reduction to Residential Local Exchange Access Line Rate	\$3.50

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By: Richard L. Allen  
Title: President

Effective: April 2, 2012

**LOCAL EXCHANGE SERVICE**

**VII. PREPAID LOCAL TELEPHONE SERVICE**

**A. General**

1. Prepaid Local Telephone Service (PLTS) provides eligible customers a one-time opportunity to maintain their local telephone service with the Company.

2. PLTS is offered by the Company in accordance with the Public Utility Commission of Texas' Substantive Rules relating to Prepaid Local Telephone Service.

**B. PLTS Service**

Customers subscribing to PLTS will receive only the following services:

1. Residential local exchange access line service
2. If applicable, mandatory services, including extended area service, expanded local calling service, or extended metropolitan service
3. Residential tone dialing service
4. Access to 911 service
5. Access to dual party relay service
6. The ability to report service problems seven days a week
7. Access to the business office
8. Primary residential directory listing
9. Toll blocking service
10. Non-published service and non-listed service at the customer's option

**C. Eligibility Requirements**

1. Customers eligible to receive PLTS include:

a. Current residential customers who have not been disconnected from the network, but have received a notice following suspension of service for non-payment for services; and

b. Former residential customers who have been disconnected from the network due to the existence of indebtedness to any dominant certificated telecommunications (DCTU) or other telecommunications carrier.

By: Richard L. Allen  
Title: President



**LOCAL EXCHANGE SERVICE**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**C. Eligibility Requirements (Continued)**

2. Customers who have been disconnected from PLTS by the Company are no longer eligible to receive PLTS from the Company.

3. Business customers are not eligible to receive PLTS from the Company.

**D. PLTS Terms and Conditions**

1. Eligible customers must contact the Company during the Company's regular business hours to subscribe to PLTS. Within 24 hours of receiving the customer's request, the Company shall mail the customer a confirmation letter detailing the customer's rights and responsibilities upon enrollment in the PLTS plan and the rates, terms, and conditions of the PLTS plan as described in this tariff.

2. Customers subscribing to PLTS shall have mandatory toll blocking and usage-sensitive service blocking placed on their line. Customers subscribing to PLTS shall not place or receive calls, including intraLATA and interLATA long distance or other usage-sensitive services, for which additional charges are billed to the customer's local telephone bill by the Company, through tariffs or contracts, nor shall customers subscribe to any other services offered by the Company that are not included in a subscription to PLTS.

3. Deferred Payment Plan

a. General

(1) Customers subscribing to PLTS may be required to enter into a deferred payment plan with the Company to pay any outstanding debt owed to the Company for services previously received under basic local telecommunications service and now received under PLTS.

(2) The Company shall not require the PLTS customer to enter into a deferred payment plan to pay any outstanding debt for any services that will not be received by the customer under PLTS including, but not limited to, intraLATA and interLATA long distance services.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)

D. PLTS Terms and Conditions (Continued)

3. Deferred Payment Plan (Continued)

a. General (Continued)

(3) If the Company cannot determine the amount of outstanding debt the PLTS customer owes for the services previously received under basic local telecommunications service and now received under PLTS, the Company shall not require the PLTS customer to enter into a deferred payment plan.

b. Deferred Payment Plan Amount

To determine the deferred payment plan amount, the Company shall:

(1) determine the amount the customer owes for the services previously received under basic local telecommunications service and now receives under PLTS;

(2) apply any undesignated partial payment made by the customer prior to the customer's subscription to PLTS to past debt owed to the Company as determined under (1) of this subparagraph; and

(3) not reallocate any undesignated partial payments assigned under (2) of this subparagraph to amounts yet to be incurred for basic local telecommunications service.

c. The Company shall not require the applicant entering into a deferred payment plan under this paragraph to make monthly payments which exceed the greater of \$10 per month or 1/12 of the outstanding debt.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)

D. PLTS Terms and Conditions (Continued)

3. Deferred Payment Plan (Continued)

d. If the Company and PLTS customer enter into a deferred payment plan under this paragraph, the initial deferred payment shall be billed beginning with the third billing cycle after initiation of PLTS service and shall be billed on a monthly basis thereafter.

4. Customers subscribing to PLTS shall not be required to make a deposit.

5. Disconnection of PLTS

a. Disconnection with notice

The Company may disconnect PLTS after notice for any of the following reasons:

(1) failure of the PLTS customer to comply with the terms of a deferred payment plan for PLTS;

(2) upon conclusion of all periods for which an advance payment has been applied to the PLTS account and when the customer's PLTS account has a zero balance; or

(3) violation of the Company's rules pertaining to the use of PLTS in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)

D. PLTS Terms and Conditions (Continued)

5. Disconnection of PLTS (Continued)

b. Disconnection without notice

The Company may immediately disconnect PLTS without notice for any of the following reasons:

(1) if the customer accrues new billable charges for toll or other services on their telephone bill that are not defined as PLTS services;

(2) where a known dangerous condition exists for as long as the condition exists; or

(3) where service is connected without authority by a person who has not applied for the service or who has reconnected service without authority following termination of service.

c. The Company retains the right to apply any credit in the disconnected PLTS customer's account to the customer's outstanding balances owed to the Company for telecommunications services.

6. Customers disconnected from PLTS shall receive a final notice from the Company stating that the customer is permanently disconnected from PLTS and shall not be eligible for PLTS from the Company again. That notice shall also state the terms and conditions that the customer must satisfy before the customer can return to basic local telecommunications service with the Company.

By: Richard L. Allen  
Title: President

**LOCAL EXCHANGE SERVICE**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**E. Return to Basic Local Telecommunications Service**

1. A customer subscribing to PLTS may return to basic local telecommunications service provided the customer:

a. has paid all outstanding debt to the Company in full, including indebtedness for the carriage charges of interexchange carriers where the Company bills those charges pursuant to tariffs or contracts; and

b. has paid all bills for PLTS.

2. Upon the customer's completion of the obligations listed above, the Company shall notify the customer:

a. of the eligibility requirements for returning to basic local telecommunications service without PLTS restrictions;

b. of the option to receive basic local telecommunications service with toll blocking and/or usage-sensitive blocking pursuant to the Company's tariffed rates, if applicable, and such toll blocking and usage-sensitive blocking can be removed at any time, upon the customer's request; and

c. of the need to contact the Company if the customer wants to return to basic local telecommunications service.

3. After receiving notice from the Company and after fulfilling the customer obligations referenced above, in order to subscribe to basic local telecommunications service, the customer shall:

a. request subscription to basic local telecommunication service from the Company; and

b. pay the service restoral or service connection charges, if applicable and assessed by the Company.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)

F. PLTS Rates, Charges and Payments

1. PLTS Rates

a. The monthly rate for PLTS shall include only the following:

(1) the applicable residential tariffed rate (or lifeline rate, if applicable) for services included in the PLTS services definition referenced in this section;

(2) tariffed charges for non-published and non-listed service, if requested by the customer; and

(3) surcharges and fees established or authorized by a governmental entity that are billed by the Company, including but not limited to 911, subscriber line charge, sales tax, and municipal fees.

b. Late charges shall not be assessed to a PLTS customer.

2. PLTS Nonrecurring Charges

a. If the customer subscribes to PLTS within ten (10) days from the date the Company mailed notification of PLTS eligibility to that customer, the Company shall defer recovery of service connection charges, as referenced in Section 2 of this tariff, until the customer returns to basic local telecommunications service.

b. If the customer does not subscribe to PLTS within ten (10) days from the date the Company mailed notification of PLTS eligibility to that customer, the Company may charge service connection charges, as referenced in Section 2 of this tariff, to that customer when subscribing to PLTS.

By: Richard L. Allen  
Title: President

LOCAL EXCHANGE SERVICE

VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)

F. PLTS Rates, Charges and Payments (Continued)

2. PLTS Nonrecurring charges (Continued)

c. If the Company suspends basic local service prior to disconnection, the Company shall defer recovery of the tariffed service restoral charges until the PLTS subscribing customer leaves PLTS to return to basic local telecommunications service.

3. Payments Under PLTS

a. The Company may require the residential customer of PLTS to make an initial payment for service, which shall not exceed:

(1) the monthly rate for PLTS, as described above, for up to two (2) months of service under the PLTS plan; and

(2) PLTS nonrecurring charges, as described above, if applicable.

b. The Company shall not require subsequent monthly payments for PLTS that exceed the monthly rates for PLTS services. The due date of monthly payments under PLTS shall be based on the Company's regular billing cycle.

c. The customer may be required to make payments under a deferred payment plan as previously referenced in this section.

By: Richard L. Allen  
Title: President

**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 1**  
1st Revised Page 32  
Cancels Original Page 32

**LOCAL EXCHANGE SERVICE**

D

By: Richard L. Allen  
Title: President

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**SERVICE CHARGES**

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**SERVICE CHARGES**

**I. GENERAL**

Service Charges are in addition to all other rates and charges that may be applicable for services provided by the Company. They apply in addition to installation and construction charges made because unusual costs are incurred in the provision of service.

**A. Categories of Service Charges**

The work functions required to establish, add to, move or change telephone service for a business or residence class of service customer are classified by type of service charge as follows:

1. Service Ordering Charge - work performed in connection with receiving, recording, and processing a customer request for service to be performed or provided at the same time, on the same account and on the same premises. One Service Ordering Charge is applicable per access line or channel.

2. Central Office Charge - work associated with the connection of the line extending from the serving central office to the customer's premises. It includes, but is not limited to establishing or changing central office connections, cable cross connections, line transfers, connecting to a terminal or building terminal, or moving the drop wire or protector block.

3. Service Maintenance Charge - applicable in those instances where service difficulty or trouble results from the customer-provided or maintained inside wire, jacks and/or equipment which are not in accordance with the technical standards for such inside wire and jacks.

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By: Richard L. Allen  
Title: President

**SERVICE CHARGES**

**I. GENERAL (Continued)**

**A. Categories of Service Charges (Continued)**

4. Reconnect Charge - applicable only when service is reconnected within twenty-one (21) days after disconnection for nonpayment. The reconnect charge applies in addition to payment of all charges due. After twenty-one (21) calendar days following disconnection of service for nonpayment, the service will be treated as a new installation. T

**B. Rules**

1. All registered terminal equipment and systems and inside wire may be directly connected to the telecommunications network as specified in, or authorized by, the Registration Program in Part 68 of the Federal Communications Commission's (FCC's) Regulations.

2. Customer Premises Inside Wire

a. The customer has the option of providing the inside wire and standard jacks (see Part C of this Section for a definition of inside wire) on his premises himself, or contracting with a vendor qualified to provide the service.

b. Customer premises inside wire, standard jacks, and equipment provided by the customer or his agent must be in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, the equipment manufacturers and other applicable codes. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's provision or maintenance of inside wire.

By: Richard L. Allen  
Title: President

**SERVICE CHARGES**

**I. GENERAL** (Continued)

**B. Rules** (Continued)

3. Charges specified in this Section do not apply to services furnished under concurrence provisions filed in Section 6 of this tariff. These services may include, but are not limited to, WATS access lines and access line extensions, and all private line services and channels and access services provided. Nonrecurring charges for these services are stated in other companies' tariffs, or as exceptions or additions to concurring provisions in Section 6 of this tariff.

4. Changes in the locations of existing services to different premises, or to additional points of termination or to points outside the customer's premises are considered new installations for purposes of this tariff.

5. The service charges described in this tariff are not applicable for:

a. Normal maintenance and repair of the Company's equipment and service.

b. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.

**C. Definitions**

1. Customer Premises Inside Wire - all wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises Inside Wire is located on the customer's side of the Company's premises protector.

2. Demarcation Point - the point of interconnection between Company communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises.

By: Richard L. Allen  
Title: President

**SERVICE CHARGES**

**II. APPLICATION OF CHARGES**

**A. Service Ordering Charges**

1. The primary service ordering charge is applicable:

a. For requests to establish an account for initial connection of service. An account is each service for which a separate access line is established.

b. For connection of additional local exchange access lines, private lines, or detached access lines to an established service.

c. For change and transfer of service involving change in name and responsibility whether or not there is a lapse in service.

d. For restoration of service disconnected for nonpayment; such service will be restored upon payment of charges due.

2. The secondary service order charge is applicable:

a. For subsequent requests for service, number change, restoration of service at customer's request and change in class of service.

b. For service ordered during a pending service order which cannot be included on the pending service order.

c. For additions, moves and changes of lines in the same building or in different buildings on the same premises.

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By: Richard L. Allen  
Title: President

**SERVICE CHARGES**

**II. APPLICATION OF CHARGES (Continued)**

**A. Service Ordering Charges (Continued)**

3. Exceptions:

a. The primary service order charge and the secondary service order charge cannot be applied on the same order. When an order requires work for which both the primary and secondary service order charges would otherwise be applied, only the primary service order charge applies.

b. No service ordering charges apply to:

1) Change in number initiated by the loop exchange carrier for changes in plant or operational needs of the business

2) Number changes required due to incorrect or duplicate directory listings

3) Change in customer status in legal cases of receivership

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**B. The Central Office Access Charge**

The central office access charge is applicable to:

1. Each line connection, reconnection or restoration and to each service request requiring a central office programming change. This includes each telephone number changed at the customer's request, including changes in number to provide trunk hunting. No charge is applicable for a number change initiated by the Company.

By: Richard L. Allen  
Title: President



**SERVICE CHARGES**

**V. SCHEDULE OF CHARGES (1) (2) (3)**

A. Rates for all exchanges except the Donie, Maryneal, McCaulley, and Sylvester:

	<u>Rate</u>
1. Service Ordering	
a. Primary	\$ 9.00
b. Secondary	\$ 7.00
2. Central Office Charge	\$10.00
3. Service Maintenance Charge	\$15.00
4. Reconnect Charge	\$40.00

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By: Richard L. Allen  
Title: President



**SERVICE CHARGES**

**V. SCHEDULE OF CHARGES (1) (2) (3) (Continued)**

B. Rates for the Donie, Maryneal, McCaulley, and Sylvester exchanges:

	<u>Business</u>	<u>Residence</u>
1. Service Ordering		
a. Primary	\$30.00	\$20.00
b. Lifeline Service conversion allowance		\$(8.00)
2. Line access charge, Per line	\$20.00	\$20.00
3. Premises visit charge, Per visit	\$20.00	\$20.00
4. Special Services	\$ 6.85	\$ 6.85
5. Directory Listing changes or additions	\$ 3.50	\$ 3.50

- (1) The Company offers to perform repair and maintenance work only during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All repair and, maintenance work performed at other than during normal hours at the customer's request shall be provided at the sole discretion of the Company at rates based on costs.
- (2) Where the service requested requires more than one of the multi-element charges described in this tariff, the total charge is the sum of the separate charges required for each function except as otherwise provided. All line connection work requested at the same time for service on one premises will be covered by one service ordering charge.
- (3) Service charges may be required to be paid at the time of application for service.

By: Richard L. Allen  
Title: President

Effective: April 2, 2012

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**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 2**  
2nd Revised Page 10  
Replacing 1st Revised Page 10  
And Cancelling Pages 11 thru 13

**SERVICE CHARGES**

**VI. RESERVED FOR FUTURE USE**

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By: Richard L. Allen  
Title: President

Effective: April 2, 2012

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**I. SPECIAL CHARGES**

**A. Applications**

Special charges in the form of installation and/or construction charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates, because of the sporadic or occasional nature of the service or because an unusual investment or expense arises, as in the following examples:

1. Conditions require or the customer requests the provision of special equipment; or unusual or nonstandard methods of plant construction, installation or maintenance; or a rearrangement or relocation of Company facilities.

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2. The customer's location requires the use of costly private right-of-way.

3. The proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

**B. Customer Requirements**

1. Temporary Construction - The customer shall be charged the cost of construction and removal of the plant which would not be of value to the Company, less the net recovery value of the material used. The Company shall require the customer to pay the cost of temporary construction when temporary service is required in advance of permanent construction or for temporary construction performed solely to provide temporary service.

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2. The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at a customer's expense.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**I. SPECIAL CHARGES (Continued)**

**B. Customer Requirements (Continued)**

3. When attachments are made to poles of other companies, instead of providing construction for which the customer would be charged under the provisions of this section, the customer shall pay the Company's cost for such attachments.

4. The customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

**II. LINE EXTENSIONS**

The Company will furnish adequate telephone service to customers in its certificated service area on the basis of the following conditions:

**A. Conditions for Line Extension Charges**

1. Until the Company has extended service to the number of customers specified in its most current loan agreement with the Rural Utilities Services (RUS), the Company's policy is to extend its distribution plant to furnish service to any applicant within its service area without requiring a construction charge.

2. Once the Company has extended service to the number of customers specified in its most current loan agreement with the RUS, a new applicant for service shall be required to pay a contribution to the cost of construction when the cost of construction will be in excess of seven (7) times the applicant's estimated annual local service revenues.

3. If an applicant for service was not included in the latest area coverage survey specified by RUS, then the applicant is required to pay the cost of construction in excess of seven (7) times the applicant's estimated annual local service revenues.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**II. LINE EXTENSIONS (Continued)**

**B. Rules for Line Extension Charges**

1. All costs will be computed on a current basis, and material cost will be computed on the basis of the extension of the minimum sized cable used by the Company to the applicant.

2. The Company will determine the type of cable plant extension required on the basis of current and projected conditions and estimate the cost accordingly.

3. The construction charge for line extensions is apportioned equally among all applicants of a group.

4. Applicants shall be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Company's judgment there is evidence of credit risk. A cash deposit may also be required as specified in Section 7, General Rules and Regulations, Part III, paragraph F on Deposits.

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5. Payments for line construction are not refundable, and no credit will be allowed for future installations on line extensions constructed under the above regulations.

6. Applications for new telephone residential service requiring line extensions should be filled as quickly as possible and shall be filled within 90 days unless unavailability of materials and other situations which are reasonably beyond the control of the Company cause unavoidable delays.

7. The Company will inform the customer of the estimated completion date within ten (10) days of the request for service.

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8. Drop wire less than 300 feet in length which connects the distribution facility to the customer premises is not considered a line extension. For this rule, facility placement which requires a permit for a road or railroad crossing will be classed as a line extension.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**II. LINE EXTENSIONS (Continued)**

**C. Poles on Private Property**

The Company will provide the poles on private property which are used in serving an individual customer at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer, in excess of those deemed necessary by the Company, will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Company.

**D. Provisions of Private Right-of-Way**

The Company's obligation to provide service through line extension depends entirely on its ability to secure, retain and maintain suitable rights-of-ways without incurring unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private rights-of-way as needed. Any and all private rights-of-way permit requirements and any and all associated costs will be the responsibility of the applicant and must be furnished before a plant extension project begins.

**III. SPECIAL CONSTRUCTION**

**A. Construction on Private Property**

1. The Company will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.

2. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant shall be required to pay the costs over and above the costs applicable for a normal installation.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION (Continued)**

**A. Construction on Private Property (Continued)**

3. The customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property.

4. The customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

**B. Temporary Service**

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company shall require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

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**C. Service Provided to Movable Premises**

1. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.

2. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company shall require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President



**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION (Continued)**

**D. Service to Residential and Commercial Developments**

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential and commercial real estate development, the Company will require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case, to be made prior to the start of construction.

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1. The Company and the developer may enter into a contractual agreement to provide for the periodic refund of a portion of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project, not to exceed five years. The contract will provide that the construction charge be recomputed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.

2. The applicant for telephone service to a development is required to provide the Company at his own expense the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION (Continued)**

**E. Underground Service Connections**

When a customer requests that underground service connections be installed initially instead of aerial facilities, if aerial facilities would ordinarily be used, or when aerial facilities are currently used to provide service and the customer subsequently requests that facilities be placed underground, the following regulations apply:

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1. The customer shall pay the cost on constructing and maintaining underground conduits which will be built according to Company specifications.

2. Any ducts required in the underground conduit by the Cooperative to furnish service shall be reserved for its exclusive use.

3. If a customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the customer's expense.

4. The Company will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit, but will repair or replace cable in conduit or trench necessitated by damage caused by the customer or his representatives, only at the customer's expense.

5. The Company may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time for normal replacement, the Company will make such replacement at the expense of the customer.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**IV. SPECIAL SERVICE ARRANGEMENTS**

**A. General**

1. If a customer's requirements cannot be met with the regularly offered service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities on the condition that the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

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2. If any one (1) type of special assembly device is subscribed to by more than three (3) customers, it shall be filed as a general offering in the appropriate tariff within thirty (30) days.

**B. Rates and Charges**

1. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.

2. Estimated cost, which consists of an estimate of the total cost to the Company of providing the special service arrangement, shall include the following, if applicable:

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a. Cost of maintenance

b. Cost of operation

c. Depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value.

d. General administration expenses, including taxes on the basis of average charges for these items.

e. Any other item of expense associated with the particular special service arrangement.

f. An amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**IV. SPECIAL SERVICE ARRANGEMENTS (Continued)**

**B. Rates and Charges (Continued)**

3. The estimated installed cost described above includes the cost of equipment and materials provided or, used plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.

4. Special service arrangement rates are subject to review depending on changing costs.

5. If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply.

6. The following rate treatments may be used in connection with charges for special service arrangements.

a. Monthly rental and termination agreement with or without an installation charge.

b. Monthly rental with or without an installation charge.

c. Installation charge only.

**V. OTHER REGULATIONS**

Line extensions and special service arrangements are further subject to the regulations specified in the tariffs of this Company, as they now exist, and any revisions, additions or supplements which may be made in the future.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS**

Terminal equipment, inside wiring and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company in accordance with the provisions of this section. Telecommunications services include local exchange service, Long Distance Message Telecommunications Service (LDMTS), Wide Area Telecommunications Service (WATS), and Access Service.

**A. Responsibility of the Customer**

1. The customer shall be responsible for the installation, operation and maintenance of any terminal equipment, inside wiring, or communications systems. No combinations of terminal equipment or communications systems shall require change in or alteration of the Company's equipment or services, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that terminal equipment or communications systems are causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to correct the problem.

2. Service Charges

a. If a Telephone Company employee makes a repair visit to the customer's premises where the service difficulty may result from the use of terminal equipment, inside wiring or a communications system, the customer shall be responsible for payment of Maintenance of Service Charge as shown in Section 2 of this tariff.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS (Continued)**

**A. Responsibility of the Customer (Continued)**

2. Service Charges (Continued)

b. If customer-provided premises wiring or communications systems fails acceptance tests monitored, or participated in, by the Company as provided in Section 68.215 of the Federal Communications Commission's (FCC's) Code, and/or if the wiring has been shown to be not in conformance with the information provided in the affidavit as specified in Section 68.215, and/or if the wiring has caused harm to the network, the customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

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3. The customer shall provide all electrical power necessary for the operation of terminal equipment, communications systems and associated wiring to the point of interconnection with the telephone network.

4. Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the customer to facilities or equipment of the Company caused by the negligence or willful act of the customer or resulting from improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS (Continued)**

**B. Responsibility of the Company**

1. The Telephone Company shall not be responsible for the installation, operation or maintenance of any terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of terminal equipment or communications systems. Where terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such services. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.

2. The Telephone Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.

3. The Telephone Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with part 68 of the FCC Rules. If such changes can be reasonably expected to render any customer's premises equipment incompatible with telecommunications services, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President



**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS (Continued)**

**C. Liability of the Company**

1. The Telephone Company will not be responsible for any loss or damage, nor for any impairment or failure of service, arising from or in connection with the use of customer-provided premises equipment.

2. The Telephone Company will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided premises equipment.

**D. Recording of Two-Way Telephone Conversations**

Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services under the following conditions:

1. All parties being recorded or monitored must hear a beep tone at regular intervals, or

2. All parties to the conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of and obtained at the start of the call by the recording party. The voice recording equipment shall be so arranged that it can be connected and disconnected from telecommunications services or switched on and off by the user. Exemptions to these provisions do exist under certain restrictions for commercial broadcast licensees, emergency reporting systems and law enforcement authorities.

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS (Continued)**

**E. Violation of Regulations**

When any premises equipment is used with telecommunications services in violation of any of the provisions in this section, the Company will take such immediate action as necessary for the protection of the telecommunications network and its employees and will promptly notify the customer of the violation. The customer shall discontinue such use of the premises equipment or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use, to correct the violation or to give the required written confirmation to the Company within the allotted time shall result in suspension of the customer's service until such time as the customer complies with this provision of the tariff.

**II. CONNECTIONS OF REGISTERED EQUIPMENT**

**A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems**

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the FCC Rules, Part I, of the section preceding and the following:

1. All combinations of registered equipment and associated nonregistered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied.

The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**A. Registered Terminal Equipment, Registered Protective  
Circuitry and Registered Communications Systems**  
(Continued)

2. The customer shall not connect registered equipment to a Company line if:

a. the Ringer Equivalence of such equipment in combination with the total Ringer Equivalence of other equipment connected to the same line exceeds the allowable ringer equivalence as determined by the Telephone Company, or

b. the ringer type is not a ringer type designated by the Company, as suitable for that particular line.

3. Unless the FCC grants a specific waiver or the equipment is located in hazardous or inaccessible locations (the exception described in Part II Paragraph A.4. following), all connections of registered equipment to Company-provided services shall be made through FCC registered standard jacks. However, in the case of registered communications systems, standard jacks may be wired in a nonstandard manner if wired in such a manner as to prevent hazard, damage, malfunction or degradation of service.

4. The required use of standard jacks is waived for registered equipment which is located in hazardous or inaccessible locations.

**B. Premises Wiring Associated With Registered Communications Systems**

Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the Company point of interconnection located at the customer's premises and not within an equipment housing.

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Premises Wiring Associated With Registered Communications Systems (Continued)**

1. Fully-protected premises wiring is premises wiring which is either:

a. No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.

b. A cord which complies with (a) preceding and which is extended once by a registered extension cord. Extension cords may not be used as substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the FCC Rules.

d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

2. Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Premises Wiring Associated With Registered Communications Systems (Continued)**

3. Unprotected premises wiring is all other premises wiring. Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the Federal Communications Commission.

4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:

a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.

b. A failure has occurred during acceptance testing for imbalance.

c. Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68.

5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

**C. Connections Involving National Defense and Security**

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**C. Connections Involving National Defense and Security**  
(Continued)

1. the connection is required in the interest of national defense and security;

2. the equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and

3. the work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS**

**A. Direct Connections**

Grandfathered terminal equipment and communications systems, including protective circuitry, may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules, subject to the following conditions:

1. The customer shall notify the Company when such grandfathered terminal equipment or communications systems are to be connected and shall notify the Company when such grandfathered terminal equipment or communications systems are to be permanently disconnected. Such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment.

2. All such connections are made through FCC registered standard jacks.

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**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)**

**A. Direct Connections (Continued)**

3. All such connections shall comply with the minimum protection criteria set forth in Part 68.

4. Premises wiring shall conform to Part 68 of the FCC Rules.

5. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

6. Additions to grandfathered communications systems may be made without registration of any additional equipment involved if:

a. equipment to be added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Company tariffs, and

b. such additions comply with the provisions of Part III Paragraph A.1. through 5. preceding.

7. Additions of registered equipment to grandfathered communications systems are subject to the provisions of Part II preceding.

**B. Connections Through Grandfathered Connecting Arrangements**

1. Grandfathered connections of terminal equipment and communications systems (as defined in Section 8 of the tariff) may remain connected and may be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules.

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Title: President

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Connections Through Grandfathered Connecting Arrangements  
(Continued)**

2. All terminal equipment and communications systems must comply with the following minimum protection criteria:

a. To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12db below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the equipment to the Company point of interconnection located on the customer's premises will be specified for each customer location, but in no case shall it exceed one milliwatt.

b. To protect other services, it is necessary that the signal which is applied by the equipment to the Company point of interconnection located on the customer's premises comply with the limits specified in Part 68 of the FCC Rules.

**C. Modifications To Systems and Installations Involving Unregistered Equipment Are Covered As Follows:**

The use of other than fully-protected premises wiring is considered a modification under Part 68 of the FCC Rules. As an exception to the general requirement that no modification is permitted to unregistered equipment whose use is permitted under Part 68, certain modifications are authorized by Part 68. Other than fully-protected premises wiring may be used if it is qualified in accordance with the procedures and requirements specified in Part 68.

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Title: President



**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)**

**C. Modifications To Systems and Installations Involving Unregistered Equipment Are Covered As Follows:  
(Continued)**

Existing separate, identifiable and discrete protective apparatus may be removed, or replaced with apparatus of lesser protective function, provided that any premises wiring to which the telephone network is thereby exposed conforms to FCC requirements. Minor modifications to existing unregistered equipment are authorized to facilitate installation of premises wiring, so long as they are performed under the responsible supervision and control of a person who complies with the FCC requirements.

**IV. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68 OF THE FCC RULES**

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

The terminal equipment and communications systems must comply with the minimum protection criteria set forth in Part 68 of the FCC Rules.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS

A. General

These regulations apply only to the alphabetical section of the directory containing the regular alphabetical list of customers and do not apply to listings or advertising appearing in the classified section.

1. The alphabetical list of names of customers is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service and does not contemplate the special arrangements of names.

2. The Company has the right to limit the length of any listing in the directory to one line by the use of abbreviations if the clarity of the listing or the identification of the customer is not impaired.

3. A listing must conform to the Company's specifications with respect to its directories.

4. Listings are regularly provided in connection with all classes of exchange service except Pay Telephone Access Service. A listing may be omitted from the directory upon request of a customer in writing under the conditions specified in Nonpublished Service. Refer to Paragraph D following for additional regulations on nonpublished directory listings.

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5. The length of the contract period for extra directory listings where the listing actually appears in the directory is the directory period, unless the main contract is canceled prior to the end of the period. When the listing appears on information records only, the contract is for one month.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**I. DIRECTORY LISTINGS (Continued)**

**B. Primary Listings**

When two or more access lines or trunks are consecutively assigned, the first number of the group is considered the primary listing. Where two or more access lines are not consecutively assigned, a primary listing may be made for each line.

**C. Regular Extra Listings**

1. Usually all extra listings assigned must use the same address and telephone number as the primary listing except for alternate listings, however, when the Company considers it necessary to facilitate directory usage it may permit listings under a different address from the primary listing while using the telephone number of the primary listing.

2. In connection with service provided at hotels, motels, retirement homes, or boarding houses, extra listings may be provided in the names of permanent guests or tenants at that location, provided approval is obtained from the hotel or motel involved, without issuing a separate bill.

3. At the customer's option extra listings may be obtained when a directory is published or between issues of directories; then the listings appear on information records only. Charges for extra listings date from the time the listings are posted on information records.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**I. DIRECTORY LISTINGS (Continued)**

**C. Regular Extra Listings (Continued)**

4. Business

Business extra listings may be the names of partners or members of a partnership or firm, the names of officers of the corporation, or the names of business associates or employees of a business establishment. Business extra listings may be the bona fide names of individuals, firms or corporations which the customer owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity to a commodity or service are not accepted.

5. Residence

Residence extra listings may be the names of members of the customer's family or of other persons residing in the customer's household as part of the family unit.

**D. Nonpublished Service**

1. A listing is nonpublished when a customer requests that no listing be placed in the Company's directories and information records. This arrangement is provided only under the terms of a special agreement whereby the customer agrees to save the Company harmless from any damages which might result because of the nonpublished listing and to absolve the Company from any responsibility for the failure of the customer to receive telephone calls because of the nonpublished listings.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**I. DIRECTORY LISTINGS (Continued)**

**D. Nonpublished Service (Continued)**

2. The Company is not liable for damages arising from publishing the telephone number of a nonpublished service in the telephone directory, refusing to disclose a nonpublished telephone number upon request or disclosing the telephone number of any person. If such numbers should be published in the telephone directory, the Company's liability is limited to a refund of the monthly charges applicable for nonpublished service. If this occurs, the Company shall offer the customer a new nonpublished number and shall waive the non-recurring service charge that would otherwise apply.

3. A customer residing in an E9-1-1 Service district forfeits the privacy afforded by Nonpublished and/or Nonlisted Telephone Service to the extent that the customer's name, telephone number, and the address associated with the customer's service location are furnished to the E9-1-1 service administrator, E9-1-1 public safety answering point (PSAP) or E911 service database.

**E. Rates and Charges**

	<u>Residential</u>	<u>Business</u>	
1. Monthly Rates			
Local Exchange Service (one listing)	No charge	No charge	
Regular Extra Listing	\$ .50(1)	\$ .75(1)	C
	\$ .70(2)	\$1.05(2)	N
Nonpublished Service, each	\$1.00(1)	\$1.00(1)	C
	\$1.40(2)	\$1.40(2)	N
2. Nonrecurring Charge	\$7.50(3)	\$7.50(3)	T

- (1) Applies to all exchanges except the Donie, Maryneal, McCaulley, and Sylvester exchanges. N
- (2) Applies to the Donie, Maryneal, McCaulley, and Sylvester exchanges. |
- (3) Nonrecurring charge does not apply when ordered with initial installation. N

By: Richard L. Allen  
 Title: President

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MISCELLANEOUS SERVICES

II. 811 DIALING SERVICE

A. General

811 Service is a three-digit abbreviated local dialing arrangement that allows local exchange end-users to reach the provider(s) of the state's One Call Notification system (811 Customer). 811 Service is used by the One Call Notification system to provide advance notice of excavation activities to underground facility operators pursuant to Federal Communications Commission's Sixth Report and Order (FCC 05-59) in CC Docket 92-105.

811 Service determines the central office serving the calling party, converts the dialed digits to a Customer provided designated Routing Telephone Number (RTN) and routes the call over the public switched telephone network utilizing Advanced Intelligent Network platforms and features.

B. Regulations

In addition to the following rules and regulations, the Rules and Regulations in Section 7 of the Company's Local Exchange Tariff shall also apply.

1. 811 Service is offered subject to the availability of facilities and is not available for resale.
2. There can be only one 811 Customer for each stand alone, host, or remote central office NPA-NXX serving area. The Company will route calls based on the serving central office.
3. The Customer must provide a toll-free number to the Company to ensure that toll charges are not incurred by the end-user.
4. 811 Service can be accessed only by end-users who subscribe to the Company's local exchange service, and by end-users who obtain service from an entity that utilizes the Company's local switching to provide dial tone service to its end-users.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

II. 811 DIALING SERVICE (Continued)

B. Regulations (Continued)

5. 811 Service will not complete calls dialed using 1+, 0+, 0-operator assisted, 101XXXX, or inmate calls. 811 calls are not permitted where local calling is restricted.

6. The Customer is responsible for informing all local exchange service providers operating within its designated geographical area of any call centers it establishes. Any change to the terminating number(s) is the customer's responsibility. A 60-day written notice is required for any planned number change to ensure that timely number translations occur at each Central Office.

7. 811 Service does not include operator assisted calls, and will only be available to PBX and Key switching system when those systems have been correctly programmed. The Company does not undertake to perform nor shall it be responsible for such programming.

8. Caller ID information from the originating number is not provided to the 811 Customer on a real-time basis.

9. The Company will make every effort to route 811 calls to the appropriate call center(s); however, it will not be held responsible for routing mistakes and errors, interruptions of service, or intervening Acts of God that interfere with telephone service and/or with routing. The Company's obligation under 811 applies solely to the transmission of the call and ends upon call completion to the Customer-provided designated RTN. The Company reserves the right to discontinue the service, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect Company personnel, facilities or services.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

II. 811 DIALING SERVICE (Continued)

10. 811 Service is provided solely for the benefit of the Customer. The provision of such service shall not be interpreted, construed, or regarded as being for the benefit of or creating any obligation toward, or any right of action on behalf of, any third person or other legal entity, including end users of the Company or any providers of telecommunications service.

C. Explanation of Terms

811 Customer: The entity providing, with appropriate state authority, the excavation notice service under Texas Statutes, Chapter 251 of the Utilities Code.

Calling Party: The end user in a Company Exchange placing an 811 call.

Terminating Number: The local or toll free number subscribed to by the 811 Customer.

D. 811 Service Rates and Charges

The Company reserves the right to revise this tariff at a later date if charges are deemed appropriate or, if network rearrangements made by the Company or at customer request in the future require the Company to incur additional costs.

By: Richard L. Allen  
Title: President

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**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 5**  
2nd Revised Page 10  
Replacing 1st Revised Page 10  
and Canceling Original Pages 10.1 thru 10.3

**MISCELLANEOUS SERVICES**

**II. RESERVED FUTURE USE**

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

IV. INTRAEXCHANGE PRIVATE LINE SERVICE AND CHANNELS

A. General Rules and Regulations

1. The Company provides facilities where available for Intraexchange Private Line Service for the purpose of telecommunications, signaling, telemetry and electrical control solely for the use of customers within its Exchange Service Area.

2. Channels for services not specifically named elsewhere in this tariff, and for the purposes other than telecommunications will be furnished where facilities are available and where, in the Company's judgment, the use to be made of such channels is not contrary to Company regulations detrimental to other services.

3. The Company does not usually furnish channels with a better than normal grade of transmission. Higher grade channels will be provided on a cost basis only when physically and economically practicable on the part of the Company.

4. Private line service may not be connected to the telecommunications network for local exchange service or long distance message service.

5. IntraLATA interexchange private line service will be furnished at published rates of the Private Line Services Tariff which Southwestern Bell Telephone Company has on file with the Public Utility Commission of Texas.

6. Services provided under this tariff are intended to be used by intraexchange private line customers in obtaining end-to-end private line services. Interexchange carriers may use services found in this tariff which will meet their administrative needs. An interexchange carrier cannot obtain services from this tariff to furnish a segment of their authorized service offerings. Interexchange carriers may obtain private line facilities from the Access Tariff of the Company.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

IV. INTRAEXCHANGE PRIVATE LINE SERVICE AND CHANNELS (Continued)

A. General Rules and Regulations (Continued)

7. The purpose for which the intraexchange private line service is to be used must be made known to the Company at the time of application for service. The customer will notify the Company in writing prior to a planned change in use.

B. Rates for Intraexchange Private Line Service and Channels

The monthly charge for each Private Line Service loop is one and one-half (1½) times the monthly rate for individual Business Service plus:

The following rates which are applicable to all standard types of channels listed: (1)

	<u>Monthly Rate</u>
For the initial ½ mile circuit or fraction thereof, circuit measurement	\$5.50
For each additional 1/4 mile of circuit or fraction thereof, circuit measurement	\$ .75

Nonrecurring charges apply as specified in Section 2,V.

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(1) Mileage is computed separately for each private line. Fractions are rounded to the next higher 1/4 mile.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

V. DETACHED ACCESS LINE SERVICE

A. General

Detached access line service consists of an additional circuit located on different premises, which is connected to an exchange access line either directly or through a switching device which uses Company facilities.

1. Detached Access Line Service will not be provided in connection with Pay Telephone Access Service.

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2. Detached access line service must be located on the same premises as the customer's main service, except as provided below. The service is restricted to the use of the customer, his employees or associates or to members of the customer's immediate household. When either the primary telephone service or detached access line is at a business location, business rates apply.

3. Provided that facilities are available and there are no technical limitations, detached access lines may be located on other premises by special authorization only when valid need is established and subject to the following conditions:

a. Where two (2) or more premises are used in the conduct of one establishment or business.

b. Business detached access lines may be provided at the residence location of the same customer.

c. Residence detached access lines may not be provided at business locations unless business rates apply at both locations.

4. Two (2) separate telephone numbers may be required for the establishment of this service. The customer is charged rates for two (2) one party local exchange access lines when this condition applies.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

V. DETACHED ACCESS LINE SERVICE (Continued)

A. General (Continued)

5. All distribution facilities furnished for use with supplemental equipment will be treated as Detached Access Line Service.

B. Rates and Charges

The rates and charges set forth below apply if the necessary facilities are available. If unusual expenditures are involved in making facilities available, the customer shall be required to pay an additional charge to cover the unusual expenditure and/or to contract for service beyond the initial service period. The maximum charge for Detached Access Line Service is the applicable local exchange access line rate.

1. Rates and Charges for all exchanges: (1)

	<u>Monthly Rate</u>
Detached Access Line Per 1/4 Mile or fraction thereof	\$1.25

2. For applicable Service Connection Charges, see Section 2.

(1) Airline mileage is applicable. Mileage computed separately for each detached access line. Fractions are rounded to next highest increment.

By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES

A. General

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features:

a. Call Waiting - By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This permits putting the first call on hold so that a second call can be answered.

In addition, Cancel Call Waiting allows a customer with the Call Waiting service to cancel or deactivate the Call Waiting service by dialing an access or deactivation code. Any new call attempting to terminate on the customer's line will receive a busy tone. Call Waiting is automatically restored on the customer's line after the call is terminated.

b. Call Forwarding - Variable - Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

c. Three Way Calling - Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not meet normal standards.

d. Speed Calling - Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A customer may subscribe to only one of either the 8 code capacity or 30 code capacity on the same line.

e. Call Forward-Don't Answer - Call Forward- Don't Answer allows an end user to forward calls to a Voice Messaging System when there is no answer after a predetermined number of rings.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

f. Automatic Busy Redial - Enables the customer to automatically redial the last number dialed. If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the calling party is alerted with a distinctive ring signifying that the call can now be completed.

g. Automatic Call Return - Enables a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the feature, the number of the most recent party who called is announced if it is available and the delivery has not been blocked. To return the call, the customer dials "1" and the number is dialed automatically. If the called line is found to be busy, a 30-minute queuing process begins. The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the calling party is alerted with a distinctive ring signifying that the call may now be completed.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

h. Call Block - Enables a customer to block incoming calls from a maximum of twelve (12) telephone numbers. The customer can also block incoming calls placed from the last calling number even if the number is unknown to the customer. Blocked calls are routed to a recorded announcement which specifies that the called party is not accepting calls. T

i. Special Call Acceptance - Enables a customer to select up to twelve (12) customer telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller that the customer is not accepting calls. Calls from numbers outside the specified exchanges will ring normally. T

j. Special Call Forwarding - Enables the customer to prespecify telephone numbers (maximum of 12) from which incoming calls are to be forwarded. During the period that Special Call Forwarding is activated, only calls from the prespecified numbers will be forwarded. T

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By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**VI. CUSTOM CALLING SERVICES (Continued)**

**A. General (Continued)**

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

k. Call Tracing Service - Enables the customer to immediately and automatically trace the last incoming call received from the local service area in which Custom Calling Service features are offered. Upon customer request, the trace information will be provided to law enforcement agencies by the Company but will not be released directly to the customer. To initiate a call trace, the customer must contact the Company at the number provided in the voice announcement within ten (10) days of the incident. Call Tracing Service performs the function of recording call information, but in no way identifies the person(s) actually placing the call(s). By accepting the Service, customer agrees that Alenco shall not be liable for damages due to an inability to trace the call(s). Call Tracing Service will be only for nuisance call tracing. T

l. Calling Number Identification (CNID) Service- Enables a customer with local exchange access service to receive the calling telephone number of calls placed to the customer. The calling telephone number is forwarded from the terminating central office to compatible customer-provided display equipment associated with the customer's local exchange access line. T

The calling telephone number is delivered during the first silent interval between the first and second ring. If the calling telephone number is not available for forwarding to the called party, the customer's display device will record the time of day and date, and show "OUT OF AREA."

Calling Number ID will be provided in connection with individual and multiline residence and business lines. This service is not available on trunk-side PBX connections, such as Direct Inward Dial (DID) service. In addition, Centrex and Pay Telephone Access service are excluded from this tariff offering.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

1. Calling Number Identification (CNID) Service  
(continued) - T

Calling Number ID is offered on a subscription basis which requires the customer to order the service. Where Calling Number ID is available any calling party, whether they subscribe to Calling Number ID or not, has per call blocking capability, unless that customer is calling from a pay telephone.

Alenco shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Calling Number ID customer of a telephone number which the calling party or Calling Number ID customer finds erroneous, offensive, embarrassing or misleading for any reason.

Alenco shall not be liable for any and all claims for damages caused by a telecommunications utility failure to transmit the privacy indicator to the called party when such indicator has been passed to the telecommunications utility by Alenco.

A person may not use Calling Number ID service to compile and sell specific local call information without the affirmative consent or approval of the originating telephone customer. This restriction does not prohibit the Calling Number ID subscriber from:

- verifying network performance or testing the provision of Calling Number ID service,
- compiling, using, and disclosing aggregate Calling Number ID information, or
- complying with applicable law or legal process.

Calling Number ID information will not be displayed under the following conditions:

- if the called party is off-hook.
- if the called party answers during the first ring interval.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

1. Calling Number Identification (CNID) Service (continued) - Identification of specific stations or extensions served by a CPE is not possible. Only the main directory number of the CPE will be displayed. T

Calling Number ID will not be displayed for calls made on a multiparty line. The called party will receive an "unavailable" indicator.

Calling Number ID will be transmitted and displayed for calls made from another central office only if it is linked by appropriate facilities.

m. Cancel Calling Number Delivery-Per Call - Enables a single-line customer to make a call and temporarily mark the delivery of his/her calling number identification as "private" to the next person he/she is calling. This is accomplished on an as needed basis by dialing a preassigned access code prior to making a call. This process must be repeated each time a call is placed to prevent the delivery of the telephone number. T

This feature will be available without presubscription and at no charge, where Calling Number ID is available.

In conjunction with Automatic Call Return, the terminating central office will recognize the "private" marking and activate a voice announcement to advise that the number cannot be announced and allow the option to process the call.

If a calling party activates blocking, the Calling Party Number will not be transmitted across the line. Instead, Calling Number ID subscribers will receive an anonymous indicator. This indicator notifies the CNID subscriber that the calling party chose to block the number delivery.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

n. Cancel Calling Number Delivery-Per Line - Enables a single-line customer to make all calls with the delivery of his/her calling number identification marked as "private" to all outgoing calls placed over the specified line. T

Per-line blocking will be offered at no charge to a particular customer if the Public Utility Commission of Texas receives from the customer written certification that the customer has a compelling need for per-line blocking. Where facilities permit, per-line blocking customers may unblock their calls on a per-call basis by dialing an access code immediately prior to placing a call.

The blocking of Calling Number ID will not be provided on calls originating from pay telephones.

o. Anonymous Call Rejection - Enables a customer to automatically reject all calls that have activated the Cancel Calling Number Delivery feature. When Anonymous Call Rejection is activated, the called party receives no alerting (ringing) for the call that is rejected). The incoming call is routed to a denial announcement and subsequently terminated. T

This feature is available, subject to the availability of facilities, at a reduced monthly rate to subscribers of Calling Number Identification.

By: Richard L. Allen  
Title: President



**MISCELLANEOUS SERVICES**

**VI. CUSTOM CALLING SERVICES (Continued)**

**A. General (Continued)**

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features: (Continued)

p. Calling Name and Number Delivery (CNND) Service - Enables a customer to receive the name, as well as the telephone number, associated with the calling party for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customer-provided display equipment associated with the customer's Local Exchange Service. T

If the calling telephone number and name are not available for forwarding to the called party, a message indicating unavailability will be forwarded. The calling party can prevent the Calling Name and Number Delivery customer from seeing the calling name and telephone number display by activating Cancel Calling Number-Per Call. Cancel Calling Number Delivery-Per Line also functions the same as previously described in this section of the tariff.

Anonymous Call Rejection (ACRJ) is also available with this service.

q. Calling Waiting ID - Allows the customer to see the name and/or number of an incoming call while the customer is off hook or on a call. Call Waiting ID includes the functionality of the Call Waiting feature with the functionality of either Calling Name Delivery or Calling Name and Number Delivery Services. T

2. Custom Calling Services can be provided in connection with individual line residence and business service. PBX trunk and rotary line groups must have all lines in group equipped. Public and Semi-Public Pay Service is excluded from this service.

3. Custom Calling Services may require Tone Dialing Service for proper operation. Rates for Custom Calling Services apply in addition to the rate for Tone Dialing Service.

4. Custom Calling Service is furnished only in exchanges equipped with facilities to provide Custom Calling Service.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

B. Rates and Charges for all exchanges except Donie, Maryneal, McCaulley, and Sylvester (1)

The following rates and charges apply in addition to the established rates and charges for each local exchange access line with which these features are associated. The installation charge does not apply where Custom Calling is installed at the same time as the initial installation of telephone service.

	<u>Monthly Rate</u>	<u>Installation Charge</u>
1. Individual Service		
Call Waiting w/Cancel Call Waiting	\$1.75	(1)
Call Forwarding	\$1.50	(1)
Three Way Calling	\$1.50	(1)
Speed Calling		
8 Code	\$1.50	(1)
30 Code	\$2.00	(1)
2. Package of Three Services	\$4.50	(1)

(1) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

C. Rates and Charges for Donie, Maryneal, McCaulley and  
 Sylvester Exchanges (1)

	<u>Monthly Rate (1)</u>	
	<u>Bus</u>	<u>Res</u>
1. Individual features, each line Call Forwarding-Variable	\$3.50	\$2.50
Call Waiting W/Cancel Call Waiting	1.75	1.75
Three-Way Calling	3.50	2.50
Custom Speed Calling - Eight (8) Code Capacity	3.50	2.50
Call Forward-Don't Answer	1.00	1.00

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(1) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.

By: Richard L. Allen  
 Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

C. Rates and Charges for Donie, Maryneal, McCaulley and  
 Sylvester Exchanges (1) (Continued)

	<u>Monthly Rate(1)</u>	
	<u>Bus</u>	<u>Res</u>
6. Custom Calling Local Area Signalling Services (CLASS)		
Automatic Busy Redial		
Per line	4.00	2.00
Per event (2)	0.75	0.75
Automatic Call Return		
Per line	4.00	3.00
Per event (2)	0.75	0.75
Call Block		
Per line	3.00	2.00
Special Call Acceptance		
Per line	3.00	2.00
Special Call Forwarding		
Per line	2.65	2.00

- (1) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.
- (2) Not to exceed ABR or ACR flat monthly rate for appropriate class of service.

By: Richard L. Allen  
 Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

C. Rates and Charges for Donie, Maryneal, McCaulley and  
 Sylvester Exchanges (1) (Continued)

	<u>Monthly Rate(1)</u>	
	<u>Bus</u>	<u>Res</u>
6. Custom Calling Local Area Signalling Services (CLASS) (continued)		
Call Tracing Service, Per line	10.00	10.00

At its option or upon receipt of a proper request from a law enforcement agency, the Telephone Company will set up a temporary tracing arrangement at no charge to the customer when in the judgment of the Telephone Company or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property and the customer has not subscribed to Call Tracing Service or subscription to Call Tracing Service is not a suitable solution.

(1) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.

By: Richard L. Allen  
 Title: President

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MISCELLANEOUS SERVICES

VI. CUSTOM CALLING SERVICES (Continued)

C. Rates and Charges for Donie, Maryneal, McCaulley and  
Sylvester Exchanges (1) (Continued)

	Monthly Rate <sup>(1)(2)</sup>	
	<u>Bus</u>	<u>Res</u>
Cancel Calling Number ID, per line <sup>(3)</sup>		
Business	NC	NC
Multiline	NC	NC
Residence	NC	NC
Calling Number Identification	\$6.00	\$3.45
Calling Number Identification With ACR	\$7.00	\$4.45
Anonymous Call Rejection (ACR)	\$1.00	\$1.00
Calling Name and Number Delivery per line	\$7.50	\$5.00
Call Waiting ID	\$2.00	\$1.00

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- (1) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.
- (2) Caller ID Service is furnished only where technically feasible.
- (3) Service Charges from Section 2 are NOT applicable.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VI. CUSTOM CALLING FEATURES AND SERVICES (Continued)

D. Caller ID Service Rates and Charges for Alexander, Carlton, Dolores, Knippa, Modeana and West Marietta exchanges.

The following rates and charges apply in addition to the established rates and charges for each local exchange access line with which these features are associated.

	Monthly Rate <sup>(1)(2)</sup>	
	<u>Bus</u>	<u>Res</u>
Cancel Calling Number ID, per line <sup>(3)</sup>		
Business	NC	NC
Multiline	NC	NC
Residence	NC	NC
Calling Number Identification	\$6.00	\$3.45
Calling Number Identification With ACR	\$7.00	\$4.45
Anonymous Call Rejection (ACR)	\$1.00	\$1.00
Calling Name and Number Delivery per line	\$7.50	\$5.00
Call Waiting ID	\$2.00	\$1.00

- (3) The installation charge for any single custom calling feature or any combination of features is \$5.00. No other service charge is applicable to the installation of Custom Calling Services.
- (4) Caller ID Service is furnished only where technically feasible.
- (3) Service Charges from Section 2 are NOT applicable.

By: Richard L. Allen  
Title: President

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MISCELLANEOUS SERVICES

VIII. 900/976 CALL RESTRICTION

A. General

1. 900/976 Call Restriction is a central office service which allows a customer to restrict certain outgoing local and long-distance calls from their exchange access line. Call Restriction precludes completion of calls placed by dialing numbers preceded by 1+900 or 976. These calls are also referred to as pay-per-call information services. Calls placed to 976 numbers using the Long Distance Message Telecommunications Network (i.e., 1+976 or 1+(NPA)+976), may not be screened by the Company and may not be included in Call Restriction service.

2. Calls placed to restricted numbers from an access line equipped with Call Restriction service will be directed to a central office announcement where available.

3. Call Restriction service requires special facilities. In areas where these special facilities are not available, all access to pay-per-call information services will be blocked.

4. Call Restriction is offered only in conjunction with Residence single party and Business exchange access line or trunk service.

5. The minimum contract period for this service is one month.

6. With the exception of disconnection of local exchange service, the General Rules and Regulations of the Company regarding payment for services, as outlined in this tariff, apply to 900 and 976 services.

7. The Company shall be held harmless from any and all losses resulting from the blocking of pay-per-call information services, pursuant to the authority granted in the Public Utility Commission of Texas' Substantive Rule 23.58.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

VIII. 900/976 CALL RESTRICTION (Continued)

B. Mandatory Call Blocking

1. Access to pay-per-call information services (i.e., 900 and 976) will be automatically blocked for subscribers to pay telephone services.

2. The Company may elect to block access to pay-per-call information services from a subscriber's line if charges for 1+900 and/or 976 services originating from the customer's line are not paid. The Company will use its normal billing and collection investigation procedures for toll to determine if blocking is necessary.

3. Pursuant to the Texas Public Utility Commission's Substantive Rule 23.58, access to pay-per-call information services will be blocked for all subscribers in offices where it is not technically possible to restrict access on a subscriber basis.

C. Rates and Charges

A nonrecurring service charge is applicable for each incident of Call Restriction service with the following exceptions:

1. The initial incident of individual Call Restriction service;

2. A customer with Call Restriction service requests a transfer of service and reestablishment of 900/976 Call Restriction on the same service order.

Call Restriction	\$7.00
Per line/trunk equipped	

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

IX. LOCAL DIRECTORY ASSISTANCE

A. General

1. There shall be no charge to the visually handicapped or physically handicapped certified so by any physician of any agency recognized by the State as having the authority to certify such handicaps.

2. There will be no charges to hospitals or pay stations.

3. No credit will be given for any unused portion of the call allowance. No credit will be given for requested telephone numbers that are nonpublished. No credit will be given for requested telephone numbers that are not found in the directory.

4. Call allowances are not transferable between separately billed accounts of the same customer.

B. Charges

1. Schedule of charges for all exchanges:

a. For each call, (maximum of two requested phone numbers per call), the rate is \$1.50.

Where the customer places a call to the directory assistance attendant via an operator, or has directory assistance charges billed to a telephone calling card or to a telephone number other than the originating number, the charge for each call (maximum of two requests per call) is \$2.25.

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By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**X. MERIDIAN DIGITAL CENTREX SERVICE**

**A. GENERAL**

Meridian Digital Centrex Service (MDC) is a central office based service, which provides PBX type features to multiline business customers.

Meridian Digital Centrex Service will be offered in specifically equipped central offices and is subject to availability of other required facilities.

Alenco Communications, Inc. will determine what type of central office configuration is required to conform to telephone company standards, including transmission limits. MDC service is available at the rate specified in this tariff for the maximum distance of 15,000 feet for an MDC Centrex station or console line to meet transmission limits. MDC service provided at further distances will only be available at mileage rates as listed on page 14 of this tariff section and additional charges based on the special service arrangements may be required.

**B. RULES AND REGULATIONS**

1. One directory listing is provided without charge for each MDC system. Additional directory listings for MDC stations may be provided to the customer at the regular business extra listing rate.

2. MDC station lines may not terminate as trunks on PBX/PABX systems or be used in association with Pay Telephone Access Service.

3. Sufficient floor space and the necessary commercial power wiring and outlets for operation of the service are furnished by the customer who assumes responsibility for the safe condition of such floor space, wiring and outlets.

4. Tone dialing service is required for use of the MDC features and is included as a system feature of MDC Centrex. Tone dialing charges, as specified elsewhere in this tariff, do not apply for the provision of MDC Service.

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

B. RULES AND REGULATIONS (Continued)

5. End User Common Line (EUCL) Charges will be billed to MDC Centrex Services as set forth in the Company's access service tariff.

6. For Centrex Grades II and III, a multiline Business EUCL will apply to station access lines. The ratio of station access to station intercom lines will be calculated on a PBX trunk equivalency basis according to the following table.

<u>Total Centrex Station Lines</u>	<u>PBX Trunk Equivalent</u>
1 to 3	1
4 to 5	2
6 to 7	3
8 to 9	4
10 to 11	5
12 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
each additional 18 lines	1

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By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)**

**B. RULES AND REGULATIONS (Continued)**

7. Temporary suspension of service does not apply to this service.

8. Lines to provide connections between an MDC system and other locations are provided primarily for station-to-station communications. Centrex stations may be terminated at different premises of the same customer, provided they meet transmission requirements. Appropriate intraexchange or interexchange private line charges may apply to Off Premise Centrex station lines that terminate either in the host exchange or in an exchange other than the serving exchange.

9. MDC Service supports various station sets and attendant consoles. Station equipment located at the customer's side of the demarcation point for each station line is customer provided.

10. Extended Area Calling Service (EACS) additive rates may be applied to MDC Service station lines.

**C. SERVICE ARRANGEMENTS**

1. The MDC Service price structure includes these functional elements:

a. Monthly station line rate for each MDC station line;

b. Monthly rate for all basic and optional features or feature packages selected;

c. Monthly mileage charge for the local loop in excess of 15,000 feet which exceeds transmission limits;

d. EACS Additive Rate, where applicable;

e. Applicable Nonrecurring Charges.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

C. SERVICE ARRANGEMENTS (Continued)

2. MDC features are arranged in three groupings for business customers of different size as shown:

a. MDC Grade I Service - 2-6 station lines

i. An MDC Grade I customer subscribes to station access lines at the rates listed in Paragraph E of this section.

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ii. A customer subscribing to MDC Grade I Service must subscribe to the Basic Feature Set Package at the rates listed in Paragraph E of this section.

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iii. A customer subscribing to MDC Grade I Service may order the optional features and/or the Enhanced Feature Set Package described in Paragraph D, at the rates listed in Paragraph E of this section.

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b. MDC Grade II Service - 7-200 station lines

i. An MDC Grade II subscriber may be offered rates for two types of basic service; station access lines and station intercom lines. The ratio of station access lines to station intercom lines will be calculated according to the PBX trunk equivalency table contained in Paragraph B.6. of this tariff.

ii. A customer subscribing to MDC Grade II Service must subscribe to the Basic Feature Set Package at the rates listed in Paragraph E of this Section.

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iii. A customer subscribing to MDC Grade II Service may order any combination of the optional features and/or feature packages listed in Paragraph D, at the rates listed in Paragraph E of this section.

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

C. SERVICE ARRANGEMENTS (Continued)

2. MDC features are arranged in three groupings for business customers of different size as shown: (Continued)

c. MDC Grade III - over 200 station lines  
Custom Service

i. An MDC Grade III subscriber may also be offered rates for two types of basic service; station access lines and station intercom lines. The ratio of station access lines to station intercom lines will also be calculated according to the PBX trunk equivalency table contained in Paragraph B.6. of this Section.

ii. A customer subscribing to MDC Grade III Service will be provided service according to Section F of this tariff.

3. An existing MDC Service customer, who requests additional stations, may upgrade Centrex Service for a fixed fee as listed in Paragraph E.4 of this Section, plus installation charges. Station line rates remain the same until the expiration of any fixed term agreement.

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4. MDC Service is provided for a minimum of one month, beginning on the service installation date.

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5. Nonrecurring Charges for MDC service can be deferred over a 12 or 24 month period as agreed to between the customer and the Company. The Company will determine payment plan and interest to be utilized with each contract.

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By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

C. SERVICE ARRANGEMENTS (Continued)

6. At the conclusion of the fixed term, an MDC Service customer must:

a. Elect to renew MDC Service at the new rates and according to the terms and conditions that exist at the time of renewal; or

b. Convert to the MDC month-to-month rates. If the customer does not notify the Company of the elected option by the expiration of the fixed term, service will continue at the month-to-month MDC Service rates that exist at the time of renewal; or

c. Discontinue the service.

7. A termination charge will be applicable if the customer discontinues MDC station line service to more than 25% of the stations originally included in the fixed term contract, or discontinues the entire service before the conclusion of a fixed term. A termination charge is calculated as follows:

a. Calculate the 75% MDC Centrex station base allowed as normal MDC Centrex station fluctuation;

b. Calculate the total monthly rates for the 75% MDC Centrex station number;

c. Apply a 50% factor to determine the monthly rate liability;

d. Multiply the monthly rate liability by the remaining full months of the fixed term to determine the termination liability amount; and

e. Add the remaining full balance due for any nonrecurring charges that have been deferred over the length of the fixed term contract.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS

1. MDC Station Line Service

MDC Service Grades I, II and III include the following basic system features:

911 Emergency Service - Allows an MDC station to report an emergency by dialing "911," "9911," or any seven digit number required to reach the Emergency Service Bureau (ESB). It provides the same 911 service features available to other telephone subscribers from the serving central office.

Automatic Identification of Outward Dial - Identifies all calls leaving the customer group by the station number from which calls are placed.

Customer Group - A collection of stations having an inter-station abbreviated dialing plan for station-to-station calling and a common access to the public switched network.

Direct Inward Dialing - Enables a station user to receive local or long distance calls from outside of the business group without the aid of the attendant.

Direct Outward Dialing - Allows a station user to place local or long distance calls outside of the business group, without the aid of the attendant.

Overlap Outpulsing - Allows outpulsing to begin as soon as a station user dials a digit eliminating delays in completion of dialed calls.

Station-to-Station Calling - Permits the station users of a business group to call each other.

Tone Dialing - Provides for the origination of telephone calls through the use of a pushbutton tone pad rather than a standard rotary dial.

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Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS (Continued)

2. MDC Package Options

In addition to the basic system features described above, MDC customers for all Grades must subscribe to the Basic Feature Set package. Other feature set packages are optional. Optional feature sets and/or any optional features may be added, where technically available, for an additional charge at the rates shown in Paragraph E of this section. The features included in each set are listed below.

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a. Basic Feature Set - Grades I, II and III

Call Forwarding - Permits a station user to forward calls that encounter busy and/or no answer conditions, or all calls, to a predefined destination.

Call Hold - Enables a station user to put a call on hold and later retrieve the held call. The station user can place another call while the initial call is on hold.

Call Pickup - Permits a station user to dial a code to answer a call which is ringing at another station within the call pickup group.

Call Transfer - Allows a station user to transfer a call to another party.

Call Waiting - Alerts a station user, on an existing call, of a third party call attempt.

Consultation Hold - Permits a station user on an active call to retrieve a waiting call while placing the original call in a temporary hold state.

Directory Number Hunting, Sequential - Activates hunting when any of the directory numbers of the individual lines in the hunt group are called. If that line is busy, hunting will start with that line and continue to the end of the list.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS (Continued)

2. MDC Package Options (Continued)

a. Basic Feature Set (Continued)

Hot Line Service - Provides an automatic connection between a station and a predetermined telephone number, when the station goes off-hook.

Intercom Dialing - Allows the station users within the same customer group to dial each other with a single digit station number.

Manual Line - Provides an automatic connection between an operator and a station user who goes off-hook.

MDC Operational Measurements - Provides some call detail information for all calls originated from stations within a customer group.

Multiline Hunting - Activates hunting when the pilot directory number of a group of individual lines in the hunt group is called. If that line is busy, hunting will start with that line and continue to the end of the list. The pilot directory number is the only number of the hunt group with a directory listing.

Speed Calling, Short or Long List - Allows a station user to place calls to commonly called destinations by dialing a speed call activation code, eight codes for the short list or thirty codes for the long list, instead of dialing the complete number.

Storing of Dialed Digits - Permits a station user to store a number in memory and later redial the number using a code.

Three Way Calling - Permits a station user who has used the consultation hold feature to put one party on hold, reach a third party, and bring all three parties together in a three-way connection.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS (Continued)

2. MDC Package Options (Continued)

b. Enhanced Feature Set - Grades I, II, III

Convenience Dialing - Allows one line designated as the controller to construct a list of thirty frequently called numbers available for all station users in a customer group to place calls by dialing a speed call activation code instead of dialing the complete number.

Denied Originating Services - Allows a station to be set up for incoming calls only.

Denied Terminating Services - Allows a station to be set up for outgoing calls only.

Directory Number Hunt, Circular - Permits hunting of all lines in the hunt group regardless of the start point of hunting to permit hunting in a circle.

Directory Number Hunt, Distributed - Distributes calls to the pilot number throughout the hunt group to distribute the workload evenly.

Directory Number Hunt, First - Hunt group is activated with the first line regardless of the number dialed and continues until the call is completed to a station within that hunt group.

Distinctive Call Waiting Tones - Provides two different tones so a station user can determine if the incoming waiting call is internal or external to the customer group.

Distinctive Ringing - Permits a station user to determine by the cadence of the ringing, whether a call is from another station or someone outside the business group.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS (Continued)

2. MDC Package Options (Continued)

b. Enhanced Feature Set (Continued)

Flexible Intercept - Allows for automatic rerouting of calls to unassigned station numbers to a common recorded announcement, tone or attendant.

Off-Premises Stations - Allows off premises locations from the same company to belong to the same customer group.

Random Make Busy/Line Hunting, Stop Hunt - Allows a predetermined set of lines to be made busy or to stop the line hunt at a preselected line.

Toll Restricted Services - Permits the subscriber to define which NPA or NXX number stations may be restricted from dialing. Three through ten digit numbers can be restricted.

Unrestricted Services - Allows a station user to access the exchange network, toll network, or any service access by just dialing the appropriate digits.

c. Attendant Console Feature Set - Grades II, III

Attendant Autodial - Allows an attendant to dial frequently called numbers by pressing the Autodial key.

Attendant Call Hold - Enables an attendant to put a call on hold and retrieve the held call. The attendant may originate or answer another call while the first call is on hold.

Attendant Call Transfer - Gives the attendant the ability to transfer calls to individual stations and/or receive calls that are being transferred by a station to the attendant.

Attendant Console Display - Provides the attendant call source and destination information for efficiency.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

D. FEATURE ARRAY AND DEFINITIONS (Continued)

2. MDC Package Options (Continued)

c. Attendant Console Feature Set (Continued)

Attendant Speed Calling - Allows an attendant to place calls to commonly called destinations by dialing a speed call activation code instead of dialing the number. The attendant may select any variation of MDC Speed Calling available.

Console Automatic Recall - Automatically returns calls transferred by an attendant when there is no answer after a specified number of rings.

Console Automatic Night Service - Provides for the routing of calls normally received by the attendant to a predesignated line or night bell when the attendant is off duty.

Console Busy Lamp - Provides the attendant station monitoring capabilities by illuminating lamps on the console when stations are busy.

Console Message Waiting - Permits an attendant to activate a Message Waiting key at the station from the console.

Straightforward Outward Completion - Allows an attendant to place a call outside the customer group for a station user in a the group who is on an existing call.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)**

**D. FEATURE ARRAY AND DEFINITIONS (Continued)**

**3. MDC Optional Features - Grades I, II & III**

Cancel Call Waiting - Permits a station user to prevent interruption, either from inside or outside the customer group, by suspending the call waiting feature for the duration of any telephone call.

Dictation Access and Control - Provides access to customer provided dictation recording equipment by dialing an access code.

Loudspeaker and Radio Paging Access & Attendant Access to Paging - Allows a station user to access customer-provided loudspeakers located throughout the customer premises.

**4. MDC Optional Features - Grades II & III**

Common Control Switching Arrangement Access (CCSA) - Enables a station user in a customer group to gain access to a specific state or federal government private CCSA network by using special access codes and dialing patterns.

By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

E. RATE AND CHARGES - GRADES I & II (1)

1. Recurring Charges - Station Line Service

	<u>Monthly Rates</u>	
<b>Access</b> per station line	\$ 19.00	R
<b>Intercom</b> per station line	\$ 17.50	R
<b>Console</b> first station line	\$ 35.00	

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**Mileage - Over 15,000 Ft.**

Per ¼ Mile per station line \$ .75

2. Recurring Charges - Feature Set Packages

Basic Feature Set per station line	\$ 4.50	R
Enhanced Feature Set per station line	\$ 3.50	
Attendant Console Feature Set per console	\$ 18.00	

(1) Rates for MDC Service do not include charges for an instrument or other customer premises equipment.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

E. RATE AND CHARGES - GRADES I & II (Continued)

3. Recurring Charges - Optional Features

Cancel Call Waiting	
per station line	\$ 1.50
per console	\$ 5.00
Common Control Switching	
Arrangement Access	
per station line	\$ 1.50
per console	\$ 5.00
Dictation Access & Control	
per station line	\$ 2.50
per console	\$ 5.00
Loudspeaker and Radio Paging Access	
per station line	\$ 2.50
per console	\$ 5.00

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

E. RATE AND CHARGES - GRADES I & II (Continued)

4. Nonrecurring Charges (1)

Service Establishment Charge, per system	\$100.00
Equip Station Line Charge, per Station Line	\$ 3.00
Equip Basic Feature Set Charge, per Station Line	\$ 2.00
Equip Optional Features/Feature Set, per Station Line	\$ 2.00
Equip Attendant Basic Features, per Console	\$ 50.00
Equip Attendant Optional Features, per Console	\$ 20.00
Package Upgrade, All Sizes	\$ 50.00

5. Data Base Modifications

Additions, Changes or Deletions per hour, or fraction thereof	\$ 50.00
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(1) Service Charges are applicable as provided in Section 2 of the Local Exchange Tariff.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

X. MERIDIAN DIGITAL CENTREX SERVICE (Continued)

F. RATE AND CHARGES - GRADE III Custom

1. When Grade III MDC Custom Centrex Service is provided to a specific customer requesting more than 200 MDC Centrex station lines, the Company will file customer specific tariff sheets and customer specific rates to be inserted in its Local Exchange tariff. The customer specific tariff sheets shall include the following provisions:

- a. Customer name;
- b. Customer address;
- c. The number of MDC stations, listed by the number of MDC station access lines and MDC station intercom lines;
- d. Terms and conditions of the fixed term contract including payment option and interest used in the payment plan;
- e. Applicable rates by rate element.

2. Rates for Grade III MDC Custom Centrex Service arrangements will be determined on an individual cost basis and will vary with each arrangement.

3. Cost studies will be performed and filed with customer specific tariff sheets for a Grade III MDC Custom Centrex Service arrangement.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**XI. DISTANCE LEARNING DISCOUNT**

Upon submission of an affidavit that complies with the requirements of the Public Utility Commission of Texas' Substantive Rule §26.141, an eligible educational institution or library may obtain discounts on any rate or service that is predominantly used for distance learning or information sharing purposes. The percentage discount as determined by the Commission's Rule, shall apply to any tariffed service that is ordered out of this local exchange tariff or any tariff that the Company concurs or otherwise participates in.

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE

A. General

1. Pay Telephone Access Service is service furnished for connection with a pay telephone which is accessible to members of the general public and where the end user pays for local and toll calls from such telephone on a per call basis. Pay Telephone Access Service shall consist of a two-way or, optionally, a one-way originating only business access line. The pay telephone shall be constructed, maintained and operated to work satisfactorily with facilities provided by the Company.

A telephone is not a pay telephone if:

a. All local and 1+ toll free calls from such telephone are free to the end user;

b. It is a coinless telephone provided in guest rooms by a hotel/motel.

2. A maximum of one pay telephone may be connected to any Pay Telephone Access Service access line.

3. Directory listings will be provided under the regulations of this tariff governing the furnishing of listings for business customers at the customer's request.

4. Service connection charges for business access line service shall be applicable for Pay Telephone Access Service.

5. Pay Telephone Access Service may not have extension telephones attached unless the pay telephone displays a notice that legibly and conspicuously states in capital letters, "YOUR CONVERSATION MAY BE OVERHEARD BECAUSE AN EXTENSION TELEPHONE IS ATTACHED TO THIS PHONE LINE."

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

T

A. General (Continued)

6. Pay Telephone Access Service will not be provided in conjunction with foreign exchange service or rotary line service.

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7. Pay Telephone Access Service may be connected to, from, or through any end user provided telecommunication switching system, or through the Company's central office based PBX-type switching system provided that the Pay Telephone Service Provider meets all of the requirements of Commission's Substantive Rules that are related to Pay Telephone Service and complies with all legislation and rules regarding E911 and 911 service. The Pay Telephone Service Provider shall ensure access to E911, 911 and/or 0- for emergency purposes. This access configuration shall not be allowed if it prevents usage measurement by the Company.

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8. Call Screening Services are available to the Pay Telephone Service Provider for the screening of outgoing and incoming calls. Regardless of whether call screening is available, the Company will not bill the call if the number that the call was billed to has been clearly identified as a pay telephone to the local exchange carrier operator at the time an "0+," "0-," third number, or collect call is placed; otherwise, the appropriate Long Distance Telecommunications charges will apply. Calls billed through the Company in violation of any specific Originating Line or Billed Number Screening restriction will be removed from the Pay Telephone Service Provider's bill by the Company. The Company will only be responsible for refunds or adjustments of charges for calls placed through Company operators when those calls are billed through the Company.

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a. **Originating Line Screening** will be provided, at the Pay Telephone Service Provider's option, at the rates shown in D., following. The Company offers limited Originating Line Screening for calls that originate from the pay telephones. Originating Line Screening provides screening into the operator, whether the call originated by use of "1010XXX+0," "1010XXX+01," "950-XXXX," or "1+ toll free" access codes, or otherwise reached through an operator, to prevent calls from being billed to the line. This service is implemented by sending two information digits with the Automatic Number Identification of the originating line.

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

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A. General (Continued)

8. (Continued)

b. **Billed Number Screening** is a service which, through operator screening, prevents incoming collect and/or third number billed calls from being billed to the Pay Telephone Service Provider. The Pay Telephone Service Provider's telephone number is included in a database made available to companies that provide validation services. Information to the database indicates whether incoming collect and third number billed calls will be allowed for billing to the Pay Telephone Service Provider's line. Operator screening of incoming collect, international collect, and third number billed calls is available to Local Exchange Companies or carriers (OSPs or IXCs) that access the validation database.

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9. **Coin Supervision** - The Company will provide Coin Supervision Additive Service at the request of a Pay Telephone Service Provider. Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and tones from a Pay Telephone Access Service access line to a trunk terminating at the Pay Telephone Service Provider's operator service provider. These signals enable an operator service provider to recognize coin deposits by the end user. Coin return is offered with this service, where technically feasible. Coin Supervision Additive Service also permits a suitably equipped operator service provider to automatically ring back the originating exchange line upon completion of a call. Coin Supervision Additive Service charge, as set forth in Section 17.4.4(N), NECA FCC No. 5, is applied monthly for each Pay Telephone Access Service access line for which Coin Supervision Additive Service is provided.

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10. Access for Pay Telephone Access Service shall be available in all exchanges of the Company.

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11. Section 7 of this tariff, Rules and Regulations Applicable to all Customers' Contracts, is applicable to Pay Telephone Access Service.

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12. Except as otherwise indicated, the requirements for pay telephones as outlined in this tariff do apply to pay telephones accessible to inmates of confinement facilities.

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By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

B. Responsibility of the Pay Telephone Service Provider

1. The Pay Telephone Service Provider shall be responsible for the installation, maintenance, and operation of the pay telephone used in connection with Pay Telephone Access Service.

The Company will not initiate a maintenance service call or take any other action in response to a trouble report on a pay telephone until such a time as requested by the Pay Telephone Service Provider or its agent. The Pay Telephone Service Provider must advise the Company of the identity of the Pay Telephone Service Provider or agent authorized to request a service call.

2. The Pay Telephone Service Provider shall be responsible for the payment of all local and toll message charges including any long distance directory assistance calls, third number billed calls, or calls accepted as collect by this type of service, except as provided in Substantive Rule §26.347.

3. Pay telephones used in connection with Pay Telephone Access Service must be registered in compliance with the Federal Communications (FCC) Part 68 Registration Program or connected behind an FCC-registered coupler.

4. The Pay Telephone Service Provider must comply with all applicable Federal, State and Local laws and regulations including those concerning the use of these telephones by disabled and/or hearing- or speech-impaired persons. The Pay Telephone Service Provider shall also comply with all State and Federal regulations relating to information to be posted at the instrument, including specifically, the local coin rate.

5. The Pay Telephone Service Provider shall sign an agreement to indemnify and hold the Company harmless from any and all loss, damage and expense occasioned by or arising out of claims for injury to persons or damage to property caused by or contributed to by the provision of detailed toll billing records to the Pay Telephone Service Provider by the Company including, but not limited to, and disclosure of said detailed toll billing records by the Pay Telephone Service Provider.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

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B. Responsibility of the Pay Telephone Service Provider  
(Continued)

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6. A Pay Telephone Service Provider may not impose a time limit on local calls.

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7. Pay telephones must have the following operational characteristics that:

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a. Give the caller the ability to access an operator service, which shall be available 24 hours a day at no charge and without requiring a coin or a credit card;

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If 0- calls are routed to an operator other than the Company-provided operator then, upon the end user's request, a transfer or redirection to the Company-provided operator shall be available at no charge and without requiring a coin or credit card.

b. Allow 911 calls to be outpulsed directly to the Public Service Answering Point, where 911 Emergency Service is available;

If 911 Emergency Service is not available, the caller must be instructed to dial "0," which will allow the caller to be directly connected to the Telephone Company operator or an Operator Service Provider that is in compliance with the requirements of the Commission Substantives that are related to Operator Services. Provision of access to 911 Emergency Services or to the operator must be at no charge and without requiring a coin or a credit card.

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By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

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B. Responsibility of the Pay Telephone Service Provider  
(Continued)

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7. Pay telephones must have the following operational characteristics that: (Continued)

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c. Give the caller the ability to access Directory Assistance which access shall be available 24 hours a day;

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d. Allow the completion of local calls; and,

e. Allow the completion of "1+ toll free" and toll calls, including interexchange carrier calls which are accessed by dialing codes "950-XXXX" and "1010XXX+0" (where Equal Access and Originating Line Screening is available in the exchange). Access by dialing codes will be at no charge to the end user.

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8. Direct dialed international calls and access to IXCs by "1010XXX+1" may be blocked.

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9. A pay telephone that uses automated call completion technology to complete operator service calls must have the following operational characteristics that:

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a. Audibly and distinctly identify itself to the caller upon answering;

b. Audibly and distinctly identify itself to the billed party, if the billed party is different from the caller;

c. Provide a mechanism for a caller to obtain rate information, without charge, 24 hours a day, seven days a week; and,

d. Permit the caller or billed party to terminate the call, prior to completion, at no charge.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**XII. PAY TELEPHONE ACCESS SERVICE (Continued)**

**B. Responsibility of the Pay Telephone Service Provider**  
(Continued)

10. If the Pay Telephone Service Provider uses automated call completion technology to complete operator service calls, and if validation information is available for calls that the Pay Telephone Service Provider will bill through the Company, the Pay Telephone Service Provider is required to validate the call and is allowed to submit the call for billing only if the call was validated.

11. A Pay Telephone Service Provider that does not hold a certificate of convenience and necessity must register with the Public Utility Commission of Texas. The Company shall not provide Pay Telephone Access Service to a person required to be registered under Substantive Rule §26.102 unless that person provides a commission supplied proof of registration.

12. The requirements of paragraphs 2, 4, 6 and 7 do not apply to pay telephones accessible to inmates of confinement facilities.

**C. Violation of Tariff**

1. Where any pay telephone is in violation of this tariff, the Company will promptly provide written notification to the Pay Telephone Service Provider citing the specific tariff provisions being violated. The notice must advise the Pay Telephone Service Provider that service may be disconnected unless the Pay Telephone Service Provider notifies the Company, in writing, of the correction within 20 days of receipt of the notice.

2. If, after 20 days of receipt of the notice, the Company has received no written notice from the Pay Telephone Service Provider that the violation has been corrected, the Company may disconnect the service until such time as the Pay Telephone Service Provider complies with the provision of this tariff.

3. In accordance with Substantive Rule §26.342, the Pay Telephone Service Provider has the right to file a complaint and delay the suspension of service pending resolution of the complaint with the Commission, provided the Pay Telephone Service Provider supplies a copy of the complaint that indicates it was filed with the Commission, within the 20 days of receipt of the notice of the violation.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XII. PAY TELEPHONE ACCESS SERVICE (Continued)

D. Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Pay Telephone Access Service Access Line, each	(1)	(2)
Originating Line Screening	No Charge	\$20.00
Billed Number Screening	No Charge	No Charge
Coin Supervision Additive Service	NECA FCC No. 5 17.4.4(N)	(2)

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- (1) Applicable Business Monthly Local Exchange Access Line Rate as specified in Section 1 of this Tariff.
- (2) Applicable Service Charges are set forth in Section 2 of this tariff. Service Charges for business access lines will be applicable.

NT

By: Richard L. Allen  
 Title: President

MISCELLANEOUS SERVICES

XIII. EDUCATIONAL PERCENTAGE DISCOUNT RATES (E-RATES)

School, library or consortia are eligible for application of the Federal Communication Commission's Educational Percentage Discount Rates (E-Rates) for Alenco's services pursuant to 47 C.F.R. Part 54. To receive these discounts, a school, library or consortia must meet the Federal requirements, and the discounts must be applied to existing contracts as specified by the Federal Communications Commission's requirements or to services resulting from contracts pursuant to Alenco's voluntary participation in the Federal bidding process.

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By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**XIV. PUBLIC ENTITY HC1 SERVICE**

Eligible entities described in §58.253(a) of the Public Utility Regulatory Act (PURA) or their authorized representatives may order discounted intraLATA interexchange dedicated high capacity (1.544 Mbps) service ("Public Entity HC1 Service"). In order to qualify for this service, at least one point of termination of this service must be located on an eligible entity's premises. Public Entity HC1 Service will be provided under the terms and conditions of the Telephone Company's Intrastate Access Service Tariff and at the lowest rate offered for the corresponding service by any local exchange company electing incentive regulation under Chapter 58 of PURA.

Qualifying educational institutions or libraries may either elect the rate treatment provided in this subsection or the discount provided pursuant to the Company's intrastate tariffs, as described in PURA §57.022.

Public Entity HC1 Service is available only for the exclusive, or shared use, of eligible entities, and will be provided only to eligible entities located in an exchange area served by the Company. Customers who obtain service under this section and are not eligible entities will have such services disconnected or will be charged standard tariffed rates for the service. Resale or sharing of Public Entity HC1 Service, or the use of Public Entity HC1 Service in the resale of local or long distance service is prohibited.

Rates for Public Entity HC1 Service apply for: (1) service provided between an eligible entity's premises where the service is between exchanges wholly within the Company's service area; (2) service provided from an eligible entity's premises in the Company's service area up to the point of interconnection with the facilities of another carrier, or carriers; or (3) service provided from an eligible entity's premises in the Company's service area to an Interexchange Carrier's ("IXC") point of presence in the same LATA. The rates and regulations of other carriers or IXCs apply where any portion of the service is provided by other carriers or IXCs. Standard rates for equivalent services in other intrastate tariffs of the Company will apply when an eligible entity requests only transport mileage and neither terminating location is within the Company's service area, or an eligible entity orders additional features with Public Entity HC1 Service.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**XV. MUNICIPAL FRANCHISE FEES** - Applicable to residents of the City of Laredo only.

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee will be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law, which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

The rates associated with specific cities in which we provide end user access lines are identified in the Commission-approved document entitled "Updated Fee-Per-Access-Line Rates," established April 12, 2000.

By: Richard L. Allen  
Title: President



**ALENCO COMMUNICATIONS, INC.**  
Local Exchange Tariff

**SECTION 5**  
1st Revised Page 51  
Replacing Original Page 51

**MISCELLANEOUS SERVICES**

D

D

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XVIII. SERVICE OBJECTIVES AND PERFORMANCE BENCHMARKS

A. Upon request by a customer and where technically feasible, the Company will upgrade the customer's switched voice circuits to allow transmission of at least 14,400 bits of data per second when connected through an industry standard modem (ITU-T V.32bis or equivalent) or a facsimile machine (ITU-T V.17 or equivalent) <sup>(1)</sup>.

B. The upgrade will be made at no charge to the individual customer <sup>(2)</sup>.

C. The upgrade request will be completed within the time period allowed for a service order for regular service installation pursuant to PUC Substantive Rule 26.54(c)(1)(B).

(1) Currently, it is not technically feasible to accommodate upgrade requests for certain customers in the McCaulley, Modeana, and West Marietta exchanges. The Company was granted a waiver from this requirement in Docket No. 23296 for 53 customers located in these three exchanges until December 31, 2003.

(2) The appropriate service charges as shown in Section 2 of this tariff will apply.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XIX. DIRECT INWARD DIALING (DID) SERVICE

A. General

1. Direct Inward Dialing Service consists of the central office switching equipment necessary to provide direct inward dialing from the local exchange and long distance telecommunications network to stations and attendant positions associated with customer premises switching systems.

2. The provision of DID Service is subject to the availability of Company facilities and telephone numbers and the utilization of appropriate customer premises equipment.

3. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.

4. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to Company specifications.

5. The Company shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, require modification thereof or otherwise affect the use of performance of such facilities.

6. The Company will provide directory listings in accordance with the regulations included in this tariff. DID numbers furnished under these provisions are not entitled to free directory listings.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XIX. DIRECT INWARD DIALING (DID) SERVICE (Continued)

A. General (Continued)

7. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.

8. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.

9. DID telephone numbers are normally provided on a consecutive number basis. However, the blocks may be provided on a nonconsecutive basis if this is within the normal limitations of the serving office. The Company retains the rights to the telephone numbers used in DID Service.

10. DID numbers are available to customers in two different categories: (1) quantity of 100 or less, and (2) quantities greater than 100. Customers may request the first 100 DID numbers at the quantities, rates, and charges specified in the following section, listed under Category 1. When more than 100 DID numbers are requested, the rates and Charges, specified under Category 2, will apply.

11. The temporary removal of one or more numbers from a DID number block, for use by the same customer, is offered, subject to the availability of facilities, at the charge specified in subsection B, following. In such cases, the customer shall continue to pay the appropriate rate for the original number block of DID numbers. When that block of DID numbers is disconnected then the temporarily removed number must also be disconnected. When the temporarily removed disconnected. The entire block must be disconnected.

12. The re-instatement of one or more numbers to a DID number block, for use by the customer, is offered, subject to the availability of facilities, at the charge specified subsection B, following. In such cases, the customer shall pay the appropriate rate for the original number block of DID numbers.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XIX. DIRECT INWARD DIALING (DID) SERVICE (Continued)

B. Rates and Charges (1) (2)

	<u>Monthly Rate</u>	<u>Installation Charge</u>
Direct Inward Dialing Service to Customer-Premises Located Switching Systems:		
Per Trunk Group:		
<u>Category 1 (100 DID numbers or less)</u>		
First Block of 100 DID Numbers Assigned	\$158.95	\$148.35
First Block of 10 DID Numbers Assigned	\$23.95	\$108.75
Each Additional Block of 10 DID Numbers Assigned Over the First Block of 10 DID Numbers	\$15.00	\$4.40
Each Single DID Number Assigned Individually	\$1.00	\$10.50 (3)
Each Additional Single DID Number Assigned Individually	\$1.00	\$10.50 (4)
<u>Category 2 (Greater than 100 DID numbers)</u>		
Each Additional Block of 100 DID Numbers Assigned Over the First 100 DID Numbers	\$13.35	\$148.35
Each Additional Block of 10 DID Numbers Assigned Over the First 100 DID Numbers	\$1.35	\$14.85
Each Single DID Number Assigned Individually	\$1.00	\$10.50 (3)
Each Additional Single DID Number Assigned Individually	\$1.00	\$10.50 (4)

\* See Page 56 for footnotes

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XIX. DIRECT INWARD DIALING (DID) SERVICE (Continued)

B. Rates and Charges (1) (2)

	<u>Monthly Rate</u>	<u>Installation Charge</u>
<u>Removal of a Number from DID Number Block, per DID number</u>		
1st DID Number, per order	--	\$200.00
Each Additional DID number, per order	--	\$20.00
<u>Reinstatement of a Number to DID Number Block, per DID number</u>		
1st DID Number, per order	--	\$200.00
Each Additional DID number, per order --	\$20.00	

1. PBX Trunk charges, as provided in Section 1 of this tariff, are in addition to the rates and charges for DID Service.
2. Service Connection Charges, as provided in Section 2 of this tariff, apply to DID Service.
3. Applicable to the first unit ordered, per request, per customer premises, per installation date.
4. Applicable to all other units ordered in addition to the initial unit per premises, per installation date.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XX. DIRECT OUTWARD DIALING (DOD) SERVICE

A. General

1. Direct Outward Dialing Service consists of the central office switching equipment necessary to provide direct outward dialing to the local exchange and long distance telecommunications network from stations and attendant positions associated with customer premises switching systems. The service includes the central office equipment necessary for identification of outgoing long distance message telecommunications service by trunk group.
2. The provision of DOD Service is subject to the availability of Company facilities and telephone numbers and the utilization of appropriate customer premises equipment.
3. DOD Service must be provided on all lines in a trunk or access line group. Where the service is requested and provided on more than one trunk or access line group, each such group will be considered a separate service in determining charges.
4. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to Company specifications.
5. The Company shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, require modification of or otherwise affect the use or performance of such facilities.
6. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.
7. The Company retains its rights to the telephone numbers used in DOD Service as provided in Section 4 of this tariff.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XX. DIRECT OUTWARD DIALING (DOD) SERVICE (Continued)

B. Rates and Charges

	<u>Monthly Rate</u>	<u>Service Charge</u>
Direct Outward Dialing Service from Customer-Premises Switching Systems:		
First 2 DOD Trunks or access lines in a group	\$100.00	\$240.00 <sup>(1)</sup>
Per trunk or access line charge For each subsequent trunk or access line	\$13.95	(2)

(1) Additional charges may apply. Such charges, if any, will be based on the direct charges from the equipment manufacturer of the Company.

(2) Applicable service charges are set forth in Section 2 of this Tariff.

By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

XXI. AUTOMATIC IDENTIFIED OUTWARD DIALING (AIOD) SERVICE

A. General

1. AIOD service from customer-premises located switching systems is furnished subject to equipment and facility limitations and the availability of telephone numbers and appropriate equipment being provided in the customer-premises equipment.

2. AIOD service is furnished in the serving central office on lines (excluding FX and WATS) to customer-premises located systems which are equipped for compatible AIOD operation.

3. AIOD service provides identification and recording of outgoing long distance calls and billing by seven digit number that may or may not coincide with any part of the PBX primary station number.

4. AIOD service must be provided on all lines in an outgoing central office trunk group. When AIOD is provided on more than one outgoing central office trunk group, each group is considered a separate service for the application of the AIOD minimum charge.

5. When AIOD service is furnished in connection with customer-provided switching systems the charges for voice connecting arrangements, regulation on maintenance of service and general regulations apply.

6. ACI shall not be responsible to the customer or authorized user or joint user if changes in protection criteria or in any of the facilities, operations or procedures of ACI, render any facilities provided by the a customer, authorized user or joint user obsolete or require modification or alteration of such equipment or system or other affect its use or performance.

7. Operational characteristics of interface signals between ACI provided connecting arrangement and the customer-provided communications systems with switching equipment must conform to the regulations ACI consider necessary to maintain proper standards of service.

8. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXI. AUTOMATIC IDENTIFIED OUTWARD DIALING (AIOD) SERVICE

B. Rates and Charges

	<u>Monthly Rate</u>	<u>Installation Charge</u>
AIOD service from Customer-Premises located switching systems: (1)		
AIOD service for the first 10 trunks or network access lines in a group	\$516.00	\$197.10
AIOD service for the 11th through the 50th trunk or network access line in a group, per trunk or network access line	51.70	25.45
AIOD service for the 51st trunk or network access line in a group and each subsequent trunk or network access line in a group, per trunk or network access line	10.40	25.45

(1) In addition, apply charges for intraexchange channel as specified in Section 5.IV.B.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXII. LOCAL DIRECTORY ASSISTANCE

A. General

1. There shall be no charge to the visually handicapped or physically handicapped certified so by any physician of any agency recognized by the State as having the authority to certify such handicaps.

2. There will be no charges to hospitals or pay stations.

3. No credit will be given for any unused portion of the call allowance. No credit will be given for requested telephone numbers that are nonpublished. No credit will be given for requested telephone numbers that are not found in the directory.

4. Call allowances are not transferable between separately billed accounts of the same customer.

B. Rates and Charges

1. Schedule of charges for all exchanges:

a. For each call, (maximum of two requested phone numbers per call), the rate is \$1.50.

b. Where the customer places a call to the directory assistance attendant via an operator, or has directory assistance charges billed to a telephone calling card or to a telephone number other than the originating number, the charge for each call (maximum of two requests per call) is \$2.25.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXIII. NATIONAL DIRECTORY ASSISTANCE

A. General

1. National Directory Assistance is a service whereby customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under Local Directory Assistance.

2. The customer will be charged for each call; customers may request up to two (2) listings per call. Customers desiring more than one listing should inform the National Directory Assistance operator at the beginning of the call that they want multiple listings. The National Directory Assistance rate applies per call whether or not the number is provided; this includes requests for numbers that are non-published or non-listed.

3. There are no billing exemptions or allowances or National Directory Assistance service requests.

4. National Directory Assistance will not be available from Hotel/Motel and Pay Telephones.

5. National Directory Assistance requests may be billed alternatively by using a calling card or billing to a third number.

B. Rates and Charges

1. Schedule of charges for all exchanges:

<u>DESCRIPTION</u>	<u>Rate Per Call</u>
Sent Paid Requests	\$1.99
Alternatively Billed Requests	\$2.25

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXIV. DIRECTORY ASSISTANCE CALL COMPLETION

A. General

1. Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance (DA) operator. The call may be completed automatically or by the Directory Assistance operator.

2. The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a Telecommunications Company Calling card, billing to a third number, or collect.

3. Where facilities permit, DACC will be offered to all classes of service with the following exception:

- Call completion is not available from pay telephones.

- Call completion is not available from Hotels.

B. Description of Service

The three types of DACC offered are as follows:

1. Fully-Automated DACC - The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a Touch-Tone telephone when prompted by the DACC announcement.

2. Semi-Automated DACC - The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

3. Person-to-Person DACC - The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

C. Allowances

1. There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in the Directory Assistance Service section of this tariff.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXIV. DIRECTORY ASSISTANCE CALL COMPLETION (Continued)

D. Exemptions

1. For local calls, charges for DACC are not applicable to calls placed by those customers whose physical, visual or reading handicaps prevent them from using the telephone directory.

2. For intraLATA calls, the rate for fully-automated DACC and the appropriate long distance message charges will apply to calls placed by customers described above.

3. There is no charge if the called number is busy or there is no answer.

E. Rates and Charges

1. The rates and charges set forth below for DACC are in addition to the Directory Assistance rate, as well as the Long Distance Message Telecommunications Service usage rates, or local message rates, if applicable.

Directory Assistance Call Completion	Per Call Rate
Fully-Automated DACC	
- Sent-Paid, Non-Coin	\$0.25
- Calling Card	\$0.60
Semi-Automated DACC	
- Sent-Paid, Non-Coin	\$0.60
- Calling Card	\$1.00
- Collect	\$1.50
- Bill to Third Party	\$1.00
Person to Person	\$2.60

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXV. OPERATOR ASSISTED SERVICE

A. General

1. Operator Assisted Service is available to residential and business customers who want to have their local calls completed or billed by a Company provided operator whereby a customer may request assistance in: dialing a local number; requesting a local person-to-person call; billing a local call to a telephone calling card or to a third number; placing a local collect call; verifying the status of a line and interrupting a conversation already in progress. A service charge will be applied to calls placed with the assistance of the operator.

2. Various billing arrangements are available with Operator Assisted Service including Station-to-Station (Calling Card, Collect, Billed-to-Third Number, Other Services) and Person-to-Person. A service charge also applies to any general information call involving an operator unless specifically excluded in this service guide.

a. **Station-to-Station:** Provides the customer with the capability to place a call with the operator to a particular station.

b. **Calling Card:** Provides the customer with the capability to place a call using a calling card with the assistance of an operator.

c. **Collect Call:** Provides the customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when announced by the operator.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXV. OPERATOR ASSISTED SERVICE (Continued)

A. General (Continued)

2. (Continued)

d. **Billed to Third Number:** Provides the customer with the capability to charge a call to a number other than the originating telephone number or the telephone number of the called party. Prior to completing the call, the operator will determine whether or not the charges are authorized to be billed to the third number. Calls may be billed to domestic numbers only.

e. **Line Status Verification:** Upon request of the calling party, the operator verifies and reports back to the customer that the line is busy with a call in progress or is available for incoming calls. No request will be processed on a collect, or reversal of charges, or person-to-person basis.

f. **Busy Line Interrupt:** The operator verifies that the number is busy with a call in progress and is available for incoming calls. At the Customer's request, the operator will then interrupt the call, advising the called party of the name of the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. Except in the case of an emergency for Busy Line Interrupt, no request will be processed on a collect, or reversal of charges, or person-to-person basis.

g. **Person-to-Person:** Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party request or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call.

By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

XXV. OPERATOR ASSISTED SERVICE (Continued)

B. General (Continued)

2. (Continued)

h. **Sent Paid:** The Customer originating the call pays for the call by having the call billed to the originating telephone number.

i. **Operator Dialed Surcharge:** Operator Dialed Surcharge is applied when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to: calls where a customer cannot otherwise dial the call, due to defective equipment or trouble on the Company's network; or calls in which a Company provided operator places a call for a party who identifies themselves as being unable to dial the call because of a disability.

3. Local operator assistance charges will not apply where a Company provided operator is requested to establish:

a. Local calls for customers whose physical or visual disabilities prevent them from completing the call direct.

b. Station-to-Station (sent paid) calls which due to trouble on the network cannot be completed without assistance.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXV. OPERATOR ASSISTED SERVICE (Continued)

B. Provision of Service

1. Operator Assisted Service provides a Company provided operator or an automated operator treatment when the Customer dials "0" or "0+".

a. **Operator Service, Automated Interactive Voice System:** A service where the Customer dials "0" + 10 digits (called #) and follows prompts to complete the call with or without the assistance of an operator.

b. **Operator Service, Station-to-Station:** A service where calls are completed with the assistance of a Company provided operator (other than Person-to-Person). Rates apply to calls handled by the operator which are billed to a different telephone number (e.g., collect, billed to third number).

c. **Operator Service, Person-to-Person:** A service where the person originating the message specifies to the operator a particular person to be reached, or a particular service point, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call.

2. The Company will bill for Operator assisted calls based on the following:

a. A per-call Service Charge will apply to each operator assisted call.

b. A per-call Service Charge will apply 24 hours a day, seven days a week.

By: Richard L. Allen  
Title: President

**MISCELLANEOUS SERVICES**

**XXV. OPERATOR ASSISTED SERVICE** (Continued)

**B. Provision of Service** (Continued)

2. The Company will bill for Operator assisted calls based on the following: (Continued)

c. The charges in this section for operator assistance do not apply to pay telephones. The service charges for calls placed from pay telephones can be found in Section 5, Pay Telephone Exchange Access Service, Local Exchange Tariff.

3. The provision of Line Status Verification and Busy Line Interrupt are only available to customers where facilities exist through the Company provided operator.

**C. Application of Rates**

The rates listed below in (D), are applicable for Operator Assisted Service, Station-to-Station, and Person-to-Person, and Other Services charges. For usage rates associated with intraLATA calls please refer to the Company's Long Distance Message Telecommunications Tariff.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXV. OPERATOR ASSISTED SERVICE (Continued)

D. Rates and Charges

<u>Description</u>	<u>Rate</u> <u>Per Occurrence</u>
<b><u>Station-to-Station Service</u></b>	
<u>Calling Card</u>	
Non-Automated	\$3.50
Semi-Automated	\$3.00
Fully-Automated	\$2.50
<u>Collect</u>	
Non-Automated	\$3.95
Semi-Automated	\$3.00
<u>Billed to Third Number</u>	
Non-Automated	\$4.95
Semi-Automated	\$3.95
<u>Sent Paid</u>	
Non-Automated	\$3.95
Semi-Automated	\$3.95
<b><u>Person-to-Person Service (1)</u></b>	
Non-Automated	\$8.95
Semi-Automated	\$8.95
<b><u>Other Services (2)</u></b>	
Line Status Verification	\$6.00
Busy Emergency Interrupt	\$7.00

(1) Person-to-Person may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.

(2) This charge is not applicable where the Company provided operator is requested to verify or interrupt local calls to or from authorized emergency agencies (i.e., police, fire and ambulance).

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXVI. BUSINESS CATEGORY SEARCH

A. General

1. Business Category Search (BCS) provides customers with the ability to request business telephone numbers, by city, for a specified category of business, when they do not know the name of the business they are seeking. This service is available to business and residential customers.

2. The directory assistance attendant searches and retrieves listing randomly, on a geographic basis by city, and/or by using information such as an address, intersection, or business location, from a business category that the directory assistance attendant believes matches the customer's request. A listing is the name, address and telephone number of a business. The directory assistance attendant will suggest three business names to the customer from the retrieved listings, unless fewer listings are retrieved, in which case only those business names retrieved will be suggested. The directory assistance attendant will provide the business address(es) to the suggested business name(s), if requested by the customer. If the customer does not want the telephone number(s) for the suggested business name(s), additional searches can be requested.

3. The Company's Directory Assistance Provider will make good faith efforts to eliminate a business customer's listing from this service upon written notice. However, it is not possible to ensure that a business listing will be permanently removed from this service unless the business customer subscribes to non-published service. Permanent removal of a listing is available with non-published service.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXVI. BUSINESS CATEGORY SEARCH (Continued)

B. Regulations

1. The regulations and rates set forth below apply to each customer request for assistance in determining the telephone number of a business, when a caller does not know, or does not provide, the name of the business. BCS can be performed for local and non-local businesses nationwide.

2. The customer can obtain up to ten business telephone numbers on a call. The customer will be charged for each business telephone number provided. If the customer does not want the telephone number(s) for any of the suggested business name(s), the customer will be charged a single charge for each requested search, at the applicable rate as shown in paragraph C below. The BCS rate applies whether or not a number is available, including requests for numbers, which are non-published, non-listed or not found.

3. There are no billing exemptions or call allowances for BCS service requests.

4. BCS is not currently available from Hotel/Motel and Pay Telephones.

5. With respect to any claim or suit, by a customer or others, the Company or the Directory Assistance Provider shall not be liable for providing the name, address, and/or number of a business to a customer using BCS, for any errors or omissions, for the method of providing BCS, or for any other aspect of this service.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXVI. BUSINESS CATEGORY SEARCH (Continued)

C. Rates and Charges

<u>Business Category Search</u>	<u>Charge per Listing Request</u>
Sent Paid Requests	\$1.99
Alternately Billed Requests (1)	\$2.25

(1) Business Category Search (BCS) requests may be billed alternately by using a calling card or billed to third number.

By: Richard L. Allen  
Title: President

MISCELLANEOUS SERVICES

XXVII. REVERSE DIRECTORY ASSISTANCE SERVICE

A. General

Reverse Directory Assistance Service (Reverse DA) is a service whereby customers may request assistance in determining name and address information associated with a telephone number the caller provides. This information will be available on a local and national basis.

B. Regulations

1. The customer will be charged for each request made during the call. The Reverse DA rate applies whether or not name and address information is provided. Information is not provided in response to requests for information that is not available in printed directories, unless the customer has authorized listing their information in the directory assistance database.

2. There are no billing exemptions or call allowances for Reverse DA calls.

3. Reverse DA is available to business and residence customers where facilities and operating conditions permit.

4. The Company or the Directory Assistance Provider assumes not responsibility for the accuracy of the information provided.

5. Requests for Local Directory Assistance are billed at the rates and regulations as set forth in this section on Page 61.

By: Richard L. Allen  
Title: President



MISCELLANEOUS SERVICES

XXVII. REVERSE DIRECTORY ASSISTANCE SERVICE (Continued)

B. Regulations (Continued)

6. The liability of the Company or the Directory Assistance Provider for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the service, shall in no event exceed an amount equal to the charge paid by the customer for the service.

7. The customer assumes full responsibility concerning the right to use and the use of any name or address provided through the service and agrees to hold the Company or the Directory Assistance Provider harmless from any and all claims, loss damage, or liability of whatever kind which may result in any manner from the customer's use of the information.

C. Rates and Charges

<u>Reverse DA Service</u>	<u>Charge per Listing Request</u>
Sent Paid Requests	\$1.99
Alternately Billed Requests (1)	\$2.25

(1) Business Category Search (BCS) requests may be billed alternately by using a calling card or billed to third number.

By: Richard L. Allen  
Title: President

**INTERCITY SERVICES**

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**INTERCITY SERVICES**

**I. FOREIGN EXCHANGE SERVICE**

**A. General**

Foreign exchange service is exchange service furnished to a customer from an exchange other than the one in which he is located and served.

Foreign exchange service is not in accordance with the general plan of furnishing telephone service and will be furnished only under special conditions where the service is warranted by the circumstances and if satisfactory arrangements can be made where a connecting company is involved.

The Company is not obligated to furnish such service, particularly where it involves undue expense or impairment of the service furnished the general public.

**B. Provision of Service**

Customers having foreign exchange service are subject to the rates, rules and regulations of the exchange from which such service is provided. All local service provided the customer other than the foreign exchange service is subject to the rates, rules and regulations contained in this Local Exchange Tariff of the Company.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**INTERCITY SERVICES**

**I. FOREIGN EXCHANGE SERVICE (Continued)**

**C. Application of Rates**

Applicable tariff rates cover only normal conditions where all necessary facilities are available. If facilities are not available and unusual expenditures are involved in their provision, the customer shall be required to pay an additional charge to cover the unusual expenditure as provided under Section 3 of this tariff or enter into a contract for service beyond the initial period or both.

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**D. Rates and Charges**

Foreign Exchange Service is furnished in accordance with the rules, regulations, and rates of the Interexchange Private Line Services and Channel Tariff filed by Southwestern Bell Telephone Company with the Public Utility Commission of Texas.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**INTERCITY SERVICES**

**II. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE TARIFF**

**A. General**

The rates, charges, rules, and regulations for intraLATA toll service as provided by Alenco Communications, Inc. is contained in the Alenco Communications, Inc. Long Distance Message Telecommunications Service Tariff that is on file with the Public Utility Commission of Texas.

In accordance with Substantive Rule 26.202 and pursuant to H.B. 11, Acts of 72nd Legislature, First Called Special Session 1991, the Company's 1998 refund plus interest through the date of actual refund and 1999 increase in state franchise taxes will be applied against the Company's tax adjustment factor in future years for services provided under this Section.

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**B. Billed Number Screening**

1. The term "Billed Number Screening" denotes an arrangement whereby, at the time of call origination, billed to third number, station-to-station or person-to-person collect calls are screened for customer preauthorized or Company-directed non-acceptance.

2. At the option of the Company, and where technically available, Billed Number Screening will be furnished at the rates listed in 3., to control instances of fraud associated with billed to third number, station-to-station or person-to-person collect service, or in response to a customer request.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

INTERCITY SERVICES

II. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE TARIFF

B. Billed Number Screening

3. Rates and Charges	<u>Monthly Rate</u>
Billed Number Screening (1)	\$5.00

III. CONCURRENCE WITH PRIVATE LINE SERVICES TARIFF FOR PRIVATE LINE SERVICES

As of the effective date of this Tariff, Alenco Communications, Inc. cancels its concurrence in the standard Intrastate Private Line Services Tariff rates of Southwestern Bell Telephone Company and grandfathers these services for existing customers at existing locations. Any change to grandfathered services or accounts after the effective date of this Tariff will void the grandfathered status of the service and will be considered a new service request. New service requests for intraLATA interexchange private line services will be offered by Alenco Communications, Inc. in accordance with the Special Access Service rates, charges, rules and regulations of the TSTCI Intrastate Access Service Tariff on file with the Public Utility Commission of Texas. As an issuing carrier of the TSTCI Intrastate Access Service Tariff, Alenco Communications, Inc. makes itself subject to such rates, charges, rules and regulations until this issuing carrier status is revoked or canceled. Alenco Communications, Inc. expressly reserves the right to cancel this issuing carrier status when it appears that such cancellation is appropriate.

In accordance with Substantive Rule 26.202 and pursuant to H.B. 11, Acts of 72nd Legislature, First Called Special Session 1991, the Company's 1998 refund plus interest through the date of actual refund and 1999 increase in state franchise taxes will be applied against the Company's tax adjustment factor in future years for services provided under this Section.

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- 1) If Billed Number Screening is installed at the same time initial service is installed, no additional service charges apply. Otherwise, see Section 2 for applicable service charges.

-----FOR COMMISSION STAMP-----  
 By: Richard L. Allen  
 Title: President

**INTERCITY SERVICES**

**IV. CONCURRENCE WITH CONNECTING CARRIER'S WIDE AREA  
TELECOMMUNICATIONS SERVICE TARIFFS**

Unless otherwise provided for in the Tariffs filed by Alenco Communications, Inc., the Alenco Communications, Inc., concurs in the standard Wide Area Telecommunications Service Tariff which Southwestern Bell Telephone Company has on file with the Public Utility Commission of Texas. This as well as the rates, including all amendments, revisions or successive issues of such tariffs, and Alenco Communications, Inc., makes itself a party to such rates, charges, rules and regulations until this concurrence is revoked or cancelled by either company. Subject to the jurisdiction of the Public Utility Commission of Texas, Alenco Communications, Inc., expressly reserves the right to cancel this statement of concurrence when it appears that such cancellation is appropriate. In accordance with Substantive Rule 26.202 and pursuant to H.B. 11, Acts of 72nd Legislature, First Called Special Session 1991, the Company's 1998 refund plus interest through the date of actual refund and 1999 increase in state franchise taxes will be applied against the Company's tax adjustment factor in future years for services provided under this Section.

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-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**INTERCITY SERVICES**

**V. INTRASTATE ACCESS SERVICES TARIFF**

Alenco Communications, Inc. is an issuing carrier of the TSTCI Intrastate Access Service Tariff that is on file with the Public Utility Commission of Texas for providing Switched Access, Special Access Services and other miscellaneous services within the State of Texas. Alenco Communications, Inc. makes itself subject to such rates, charges, rules and regulations until this issuing carrier status is revoked or canceled. Alenco Communications, Inc. expressly reserves the right to cancel this issuing carrier status when it appears that such cancellation is appropriate.

The provision of such services by Alenco Communications, Inc., as set forth in the TSTCI Intrastate Access Service Tariff, does not constitute a joint undertaking with the customer for the furnishing of any service. In accordance with Substantive Rule 26.202 and pursuant to H.B. 11, Acts of 72nd Legislature, First Called Special Session 1991, the Company's 1998 refund plus interest through the date of actual refund and 1999 increase in state franchise taxes will be applied against the Company's tax adjustment factor in future years for services provided under this Section.

**VI. OTHER RULES AND REGULATIONS**

In addition to the rules and regulations set forth in this tariff section, the General Rules and Regulations established in Section 7, are also applicable to any service and facilities provided herein.

**VII. IntraLATA PRESUBSCRIPTION CHARGE**

Pursuant to PURA §26.275(e) Alenco Communications, Inc. will bill each intraLATA toll provider that uses its intraLATA switched access services a surcharge for recovery of its cost of implementing intraLATA equal access. This surcharge shall be billed in equal annual amounts in years 2000, 2001, and 2002. The annual surcharge shall be due and payable no later than August 1 of each year. The annual surcharge amount, based on one-third of the Company's recoverable costs, is \$5,327.42. After adjusting its own share of the costs out of the total, as outlined in PURA §26.275(e)(1), the Company will assess each intraLATA toll provider its portion of the surcharge. This assessment will be based on each intraLATA toll provider's share of minutes of use, calculated by dividing the originating intraLATA switched access minutes the intraLATA toll provider purchased from the Company during the year by the total originating intraLATA switched access minutes purchased from the Company during the year.

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-----FOR COMMISSION STAMP-----

By: Richard L. Allen  
Title: President



**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**I. APPLICATION OF TARIFF**

The rules and regulations contained in this section apply to the service and facilities provided by the Company in the State of Texas. These rules and regulations are in addition to those contained in the Switched and Special Access Service Tariff, Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Tariff and the Private Line Services and Channels Tariff. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the service or facilities furnished by the Company. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that customer.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

A. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of Companies' in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.

B. This Tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.

C. Should there be any conflict between this tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**II. AVAILABILITY OF FACILITIES**

The Company's obligation to furnish, or continue to furnish, telecommunications service is dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights of way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

**III. CUSTOMER SERVICE AND PROTECTION**

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, suspension or disconnection of service and cancellation of service. The rules set forth below summarize the Public Utility Commission of Texas' Substantive Rules relating to Customer Service and Protection. Please refer to the Substantive Rules for additional details concerning these provisions. A complete copy of the Substantive Rules will be available for review upon request.

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**A. Information to Customer**

The Company will have available up-to-date maps, plans, and/or records containing information necessary to advise applicant as to facilities available for serving that locality. A customer will be informed of his lowest price rate alternatives for the customer's serving location. Notice shall be posted informing the public that rate schedules and rules are available on request.

By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**B. Resolution of Disputes**

Any customer or applicant for service who wishes to dispute any action or determination of the Company under the Commission's customer service rules shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately after a customer requests one, the Company shall arrange a review at the earliest possible date. Service shall not be disconnected pending completion of the review, but if the customer chooses not to participate in the review, the Company may disconnect service provided notice has been issued under standard disconnect procedures. Any customer who is dissatisfied with the Company's review shall be informed of his right to file a complaint and/or request a hearing before the Public Utility Commission of Texas. The results of the supervisory review must be provided in writing to the customer within ten (10) days of the review, if requested.

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**C. Request for Service**

Application for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term, which is one month unless specified otherwise. The Company reserves the right to require application for service to be made in writing on forms supplied by it. Applicants may be required to pay a deposit at the time of application. Application for new service shall be filed in accordance with the Commission's service objective requirements. Requests for new service under special conditions shall be processed according to Section 3 of this tariff.

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**C. Request for Service (Continued)**

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

**D. Refusal of Service**

**1. Compliance by Applicant**

The Company may refuse to serve an applicant until the applicant complies with the state and municipal regulations and the Company's rules and regulations on file with the Commission or for the following reasons:

a. The applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be provided.

b. Except for Prepaid Local Telephone Service, service may be refused if the applicant owes a debt to any utility for the same kind of service as that applied for, including long distance charges for nonresidential applicants where the Company bills those charges to the customer pursuant to its tariffs. If the applicant's indebtedness is in dispute, the applicant shall be provided service upon complying with the deposit requirements set forth in this Section. Payment of long distance charges shall not be a condition of local exchange service for residential applicants.

c. The applicant refuses to make a deposit if required under these rules.

d. Violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others, or with other services such as communication services, unless the customer has first been notified and been afforded a reasonable opportunity to comply with said rules;

e. Failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service; and

By: Richard L. Allen  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**D. Refusal of Service (Continued)**

1. Compliance by Applicant (Continued)

f. The applicant applies for service at a location where another customer received, or continues to receive, service and the Company bill is unpaid at that location and the Company can prove that the change in identity is made to avoid or evade payment of a bill. The applicant may request a supervisory review if the Company determines that the applicant intends to deceive the Company and refuses to provide service.

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2. Applicant's Recourse

In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Commission and, if eligible, the availability of Prepaid Local Telephone Service.

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3. Insufficient Grounds for Refusal to Serve

The Company shall not refuse service to a present customer or applicant because of:

a. delinquency in payment for service by a previous occupant of the premises to be served;

b. failure to pay for merchandise, or charges for nonutility service purchased from the Company;

c. failure to pay a bill to correct previous underbilling more than six months prior to the date of application, unless the underbilling is the result of theft of service;

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d. failure to pay a bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill; and

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e. failure of a residential applicant to pay for long distance charges.

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**E. Application Of Business Or Residence Rates**

1. Business rates apply at the following locations:

a. In offices, stores, factories, and all other places of a strictly business nature.

b. In boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below.

c. At residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of advertising, or when such business use is not typically characteristic of residential telephones usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed.

d. At residential locations where the service is located in a shop, office or other place of business.

e. In college fraternity houses where the members lodge within the house.

f. At any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.

By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**E. Application of Business or Residence Rates (Continued)**

2. Residence rates apply at the following locations:

a. In a private residence where business listings are not provided. (Normally a location is characterized as a residence if it has both kitchen and bathroom facilities.)

b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business.

c. In the place of residence of a clergyman, physician, nurse or other medical practitioner, provided the office is located in their residence and is not a part of an office building. In any such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.

d. In a private stable or garage when strictly a part of a domestic establishment.

e. In churches where the service is not accessible for public use as in a clergyman's study.

f. In fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

If it is found that a customer is using residence service for business purposes, the Company shall thereafter require the customer to take business service, except in cases where the subscriber thereafter uses the service for residence and domestic purposes only.

By: Richard L. Allen  
Title: President



**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Advance Payments**

When making application for service, the applicant will be required to pay at the time the application is accepted the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee on Pay Telephone Access Service. This provision does not apply if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in the Local Exchange Tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.

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**G. Deposits**

The following provisions summarize the principal features of the Commission's Substantive Rules on deposits. In addition, the Company will furnish applicants who may be required to pay a deposit with written information about deposits by giving the customer a copy of "Your Rights as a Customer" brochure. Section 26.24 of the Commission Substantive Rules provides additional details concerning this provision.

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The Company will keep sufficient records on customer deposits, including the name and address of the customer, amount and date of deposit, and any account activity. The Company will issue a receipt to customers required to make a deposit. A record of each unclaimed deposit will be maintained for at least four years during which time the Company will make a reasonable effort to return the deposit.

By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

1. Requirements for Permanent Residential Applicants

a. The Company may require a residential applicant for service to establish satisfactory credit, but establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. The credit history of spouses established during the last 12 months of shared service prior to their divorce will be equally applied to both spouses for 12 months immediately after their divorce.

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b. Subject to the following conditions, a residential applicant shall not be required to pay a deposit:

1) if the residential applicant has been a customer of any telephone company within the last two years and is not delinquent in payment of any such telephone service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such service was paid after becoming delinquent and never had service disconnected for nonpayment.

2) if the residential applicant furnishes a letter of credit history from the applicant's previous utility.

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3) if the residential applicant demonstrates a satisfactory credit rating by appropriate means including, but not limited to, the production of generally acceptable credit cards, letters of reference, and the names of credit references which may be quickly and inexpensively contacted by the Company, or ownership of substantial equity that is easily liquidated.

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4) the residential applicant is sixty-five (65) years of age or older and does not have an outstanding account balance incurred within the last two years with the Company or another utility for the same type of service.

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

1. Requirements for Permanent Residential Applicants  
(Continued)

c. The Company may require an initial deposit from a residential customer or applicant if: the customer has on more than one occasion during the last 12 consecutive months of service been delinquent in paying a bill for telephone service, or if the customer's service was disconnected for nonpayment. Alternatively, the customer may furnish, a satisfactory written letter of guarantee to secure payment of bill in lieu of a cash deposit. The customer may be required to pay the initial deposit within ten days after issuance of a written disconnection notice that requests such deposit. Instead of an initial deposit, the customer may pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

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2. Requirements for Non-Residential Applicants

If the credit of a non-residential applicant for service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

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3. Deposit for Temporary or Seasonal Service and for Weekend Residences

The Company may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service or service to a weekend residence. These requirements will be applied in a uniform and non-discriminatory manner and will be subject to refund guidelines as outlined in the deposit refund section.

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4. Reestablishment of Credit

Every applicant who previously has been a customer of a telephone company and whose service has been discontinued for nonpayment of bills or theft of service shall be required before service is rendered to pay all amounts due the Company or execute a deferred payment agreement, if offered, and reestablish credit. The Company will state the amount of utility service received but not paid for and any other charges required as a condition of service restoration.

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

5. Amount of Deposit for Permanent Residential and Non-Residential Service

a. Initial Deposit- Except for Prepaid Local Telephone Service, the required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings which may include charges that are in the Company's tariffs. For non-residential applicants and customers, the deposit amount may include long distance charges only where the Company bills those charges to the customer. For residential applicants and customers, estimated billings to determine the deposit amount shall not include long distance charges unless that charges appear in Company's tariffs. To determine the amount of any deposit permitted in this Tariff, no revenue from estimated telephone directory advertising will be used.

b. Additional Deposit Requirements

1) Residential Customers: During the first 12 months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150 and 150% of the security held, a new deposit requirement may be calculated. An additional deposit may also be required if actual billings of a residential customer are at least twice the amount of the estimated billings after two billing periods and a suspension or disconnection notice has been issued for the account within the previous 12 months. The Company may require an additional deposit to be made within 10 days after issuance of written notice of suspension or disconnection and requested additional deposit, or, in lieu of additional deposit, the customer may elect to pay the total amount due by the due date of the bill provided the customer has not exercised this option in the previous 12 months. The Company may disconnect service if the additional deposit or the current usage payment is not paid within ten days of request.

2) Non-Residential Customers: If actual billings are at least twice the amount of the estimated billings, and a suspension or disconnection notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 10 days after issuance of written notice of suspension or disconnection and requested additional deposit. The Company may disconnect service if the additional deposit or the current usage payment is not paid within ten days of the request.

By: Richard L. Allen  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

6. Guarantees of Residential Customer Accounts

a. A guarantee between the Company and a guarantor must be in writing and shall be for no more than the amount of deposit the Company would require on the applicant's account. The amount of the guarantee shall be clearly indicated in the signed agreement.

b. The guarantee shall be voided and returned to the guarantor according to the refund of deposit guidelines in this Tariff.

c. Upon default by a residential customer, the guarantor shall be responsible for the unpaid balance of the account up to the amount agreed to in the written agreement. The Company shall provide written notification to the guarantor of the customer's default, the amount owed, and the due date for the amount owed.

1) The guarantor will have 16 days from the date of notification to pay the amount owed on the defaulted account. If the sixteenth day falls on a holiday or weekend, the due date shall be the next workday.

2) The Company may transfer the amount owed on the defaulted account to the guarantor's own service bill provided the guaranteed amount owed is identified separately on the bill.

d. The Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if the disconnection was included in the terms of the written agreement and only after proper notice.

By: Richard L. Allen  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

7. Interest on Deposits

a. The Company will pay interest on customer deposits at an annual rate at least equal to that set by the Commission on December 1 of the preceding year, pursuant to Texas Utilities Code Annotated §183.003 (Vernon 1998) (relating to Rate of Interest).

b. Payment of the interest to the customer shall be annually if requested by the customer or at the time the deposit is returned or credited to the customer's account.

c. The deposit shall earn interest from the date paid and shall cease to draw interest on the date it is returned or credited to the customer's account.

d. If the deposit is returned or credited to the customer within 30 days of receipt, no interest payment shall apply.

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By: Richard L. Allen  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Deposits (Continued)**

8. Refund of Deposit

a. If service is not connected or after disconnection of service, the Company shall promptly void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided or refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless in accordance with these rules.

b. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive non-residential billings, without having service disconnected for nonpayment and without paying bills late more than twice, and when the customer is not delinquent in the payment of current bills, the Company shall promptly refund the deposit plus accrued interest to the customer in the form of cash or credit to the customer's bill or void the guarantee, or provide written documentation that the contract has been voided. If the customer does not meet these refund criteria, the deposit and interest or letter of guarantee may be retained.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**H. Order of Precedence for Establishing Service**

Applications for service in a particular exchange will be completed in accordance with the chronological order of their receipt depending upon the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

1. Cases of emergency involving the public welfare such as civil defense, fire, police, ambulance service.
2. Application for new business service shall be given priority over applications for residence service.
3. All others.

**I. Billing and Payment For Service**

1. The customer is responsible for payment of all charges for services furnished him, including charges for service originated or accepted at his access line and billed municipality or county tax assessments. In addition, the customer is responsible for any charges which may be applicable to a guarantee of deposit as provided in Subparagraph G.1.b.2. above. The customer will not be responsible for charges placed in violation of originating Billed Number Screening if the customer subscribes to Billed Number Screening Service.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Billing and Payment for Service (Continued)**

**2. Disputed Bills**

In the event of a dispute between a customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the customer. The Company may not suspend or disconnect service for nonpayment of disputed amounts pending completion of the review, however the customer remains responsible for all non-disputed amounts. In the event the dispute is not resolved, the Company shall inform the customer of the Public Utility Commission's complaint procedures. If the customer files a complaint with the Commission, a customer's service shall not be suspended or disconnected for nonpayment of the disputed portion of the bill until the Commission completes its informal complaint resolution process and informs the customer of its conclusions. If payment of some portion of the disputed amount is then required, the customer shall have ten days from the date when the Commission issued its findings to pay the outstanding bill before it will be considered delinquent.

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**3. Payment Date**

The customer shall pay all charges for service monthly in advance. Payment is due on or before the due date which is sixteen (16) days after issuance. However, if the due date falls on a holiday or weekend, the due date shall be the next work day. The postmark, if any, on the envelope of the bill or the issuance date on the bill if there is no postmark on the envelope shall constitute proof of the date of issuance. If the bill is not paid by the due date, the Company may discontinue service after ten (10) days written notice to the customer in accordance with applicable Commission Substantive Rules.

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**4. Late Payment Penalty**

A one-time penalty not to exceed five (5) percent may be applied to delinquent nonresidential bills. The one-time penalty shall not apply to residential bills. The penalty may not be applied to any balance to which the penalty was applied in a previous billing and shall only apply on undisputed amounts or if the dispute is resolved in favor of the Company. The Company, when providing any service to the state, including service to an agency in any branch of government, shall not assess a fee, penalty, interest, or other charge to the state for delinquent payment of a bill.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Billing and Payment for Service (Continued)**

**5. Billing Adjustment for Over-Billing**

If billings for telephone service are found to differ from the Company's lawful rates for the services purchased by the customer, the Company shall calculate a billing adjustment.

If charges are found to be higher than the Company's tariffs, the correction shall be made for the entire period of the over-billing. If the Company corrects the over-billing within three billing cycles of the error, the Company need not pay interest on the overcharge. Otherwise, interest shall be paid on the amount of the overcharge at the rate set by the Commission on December 1 of each year. Interest on overcharges shall accrue from the date of payment or the date of the bill in error. All interest shall be compounded monthly based on the annual rate.

**6. Billing Adjustment for Under-Billing**

If charges are found to be lower than the Company's tariffs, or if the Company failed to bill the customer for service, the Company may back bill the customer. The Company may disconnect service if the customer fails to pay charges arising from under-billing. Unless under-billing is a theft of service by customer, the Company:

a. shall not collect charges that extend more than six months from the date the error was discovered;

b. if the under-billing is \$50.00 or more, shall offer the customer a deferred payment plan option for the same length of time as that of the under-billing;

c. shall not charge interest on under-billed amounts. Otherwise, interest on under-billed amounts shall be compounded monthly based on the rate set by the Commission on December 1 of each year and shall accrue from the day the customer is found to have first tampered, bypassed, or diverted the service.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Billing and Payment for Service (Continued)**

**7. Adjustments of Charges for Service Interruptions**

In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after the customer reports to the Company that the service is out of order, the Company shall make an appropriate adjustment to the customer's bill.

**8. Deferred Payment Plans**

A Deferred Payment Plan is a written arrangement between the Company and a customer in which the customer agrees to pay an outstanding bill in installments that extend beyond the due date of the next bill. All deferred payment plans shall be in writing. A deferred payment plan may include a 5% penalty for late payment but shall not include a finance charge.

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If a residential customer, including a guarantor of any residential customer expresses an inability to pay all of his or her bill and has not been issued more than two suspension or disconnection notices at any time during the preceding twelve (12) months, he or she may request a Deferred Payment Plan with the Company.

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A customer may request a Deferred Payment Plan by visiting the Company's business office or by contacting the Company by phone. The Company will be responsible for providing the customer with a copy of the signed Deferred Payment Agreement. The Company is not required to enter into a Deferred Payment Plan with any customer who is lacking sufficient credit or a satisfactory payment history for previous service if the customer has had service with the Company for less than three months. The Company shall not refuse customer participation in a Deferred Payment Plan on the basis of race, nationality, religion, color, creed, sex or marital status.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Billing and Payment for Service (Continued)**

**8. Deferred Payment Plans (Continued)**

Service will not be disconnected to a customer that enters into a Deferred Payment Plan and pays all current bills and the agreed upon amount of the outstanding bill. The customer shall not be required to pay more than one-third of the total amount of the outstanding bill. If a customer does not fulfill the terms of a Deferred Payment Agreement, the Company shall have the right to disconnect after a disconnection notice is issued stating that the customer has not met the terms of the plan. However, the Company may renegotiate the deferred payment plan agreement before disconnection. If the customer did not sign the deferred payment plan and is not otherwise fulfilling the terms of the plan and the customer was previously provided a disconnection notice for the outstanding amount, no additional notice is required before disconnection.

Every deferred payment plan shall state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment.

**9. Residential Partial Payments**

Residential service payments shall first be allocated to basic local telephone service.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**J. Suspension or Disconnection of Service**

1. Suspension or Disconnection of Service with Notice

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of suspension or disconnection, with the words "suspension notice" or "disconnection notice" prominently displayed on the notice. The notice shall be provided in English and Spanish as necessary to adequately inform the customer. The Company will not issue a suspension or disconnection notice earlier than the first day a customer's bill becomes delinquent.

If mailed, the cutoff day may not fall on a holiday or weekend but on the next work day after the tenth day. For residential customers, the notice shall indicate the specific amount owed for tariffed local telephone services required to maintain basic local telephone service. The notice will also notify customers that if they need assistance paying their bill, or are ill and unable to pay their bill, they may be able to make some alternative payment arrangement or establish a deferred payment plan by contacting the Company. Telephone service may be suspended or disconnected after proper notice for any of the following reasons:

a. failure to pay a bill for charges that are in the Company's tariff, including long distance charges for nonresidential customers only if the Company bills those charges to the customer, or make deferred payment arrangements by the date of suspension or disconnection;

b. violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation;

c. failure to comply with the Company's deposit or guarantee arrangements;

d. failure to comply with the terms of a deferred payment agreement except for Prepaid Local Telephone Service;

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**J. Suspension or Disconnection of Service (Continued)**

1. Suspension or Disconnection of Service with Notice  
(Continued)

e. failure of the guarantor to pay the amount guaranteed, when the Company has a written agreement, signed by the guarantor, that allows for disconnection of the guarantor's service for nonpayment; and

f. avoidance of toll blocking by incurring long distance charges after toll blocking was implemented by the Company due to nonpayment of long distance charges.

2. Suspension or Disconnection without Notice

Telephone service may be suspended or disconnected without notice under either of the following conditions:

a. where service is connected without authority by a person who has not made application for service;

b. where service was reconnected without authority after termination for nonpayment; or

c. where there are instances of tampering with the utility company's equipment, evidence of theft of service, or other acts to defraud the utility.

3. Suspension or Disconnection Prohibited

The Company may not suspend or disconnect service for any of the following reasons:

a. failure to pay for any charges that are not provided for in the Company's tariffs;

b. failure to pay for a different type or class of service unless charges were included on the bill at the time service was initiated;

c. failure to pay charges arising from underbilling that is more than six months before the current billing, except for theft of service;

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**J. Suspension or Disconnection of Service (Continued)**

3. Suspension or Disconnection Prohibited (Continued)

d. failure to pay disputed charges until a determination is made on the accuracy of the charges; or

e. failure of a residential customer to pay long distance charges.

4. Disconnection on holidays or weekend.

Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when Company personnel are not available to the public for the purpose of making collections and reconnecting service.

5. Disconnection due to abandonment.

The Company may not abandon a customer or a certificated service area without written notice to its customers therein and all similar neighboring companies, and without approval from the Commission.

6. Collection costs.

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

7. The Suspension and Disconnection for Ill and Disabled

The Company will not suspend or disconnect service at the permanent residence of a delinquent customer if that customer establishes that such action will prevent the customer from summoning emergency medical help for someone who is seriously ill residing at that residence. The customer, before the stated date of suspension or disconnection, shall have the person's attending physician contact the Company and submit a written statement. The customer is required to enter into a deferred payment plan. The prohibition against suspension or disconnection shall last 63 days from the issuance of the bill or a shorter period agreed upon by the Company and the customer or physician.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**J. Suspension or Disconnection of Service (Continued)**

8. Residential Customer Payment Allocation

When a residential customer makes a payment related to basic local telephone service suspension or disconnection, the payment shall first be allocated to basic local telephone service. If services are bundled, the rate of basic local telephone service shall be the Company's charge for stand-alone basic local telephone service.

9. Toll blocking

The Company may toll block a residential customer for the nonpayment of long distance charges. In addition, the Company shall toll block a residential customer at the request and expense of a long distance carrier due to the nonpayment of long distance charges provided that the Company notifies the customer within 24 hours of initiating toll blocking. Where technically capable, toll blocking shall allow access to toll-free numbers and the Company shall not apply toll blocking in an unreasonably preferential, prejudicial, or discriminatory manner.

**K. Cancellation of Application for Basic Service**

When the customer cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. When installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charges shall apply. Where special construction has been started prior to the cancellation, a charge equal to the cost incurred in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

**L. Termination of Service**

The customer may terminate service prior to the expiration of the initial contract period after giving notice to the Company, and after payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for which the initial contract period is one month, the charges are due for the balance of the initial month.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**L. Termination of Service (Continued)**

2. Service may be terminated after the expiration of the initial contract period after notifying the Company and payment of charges due to the date of termination of the service as provided elsewhere in this tariff.

**IV. USE OF SERVICE AND FACILITIES**

**A. Use of Service**

1. Local exchange telephone service, as distinguished from pay telephone access service, is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of customer service may be extended to guests of a Hotel-Motel. The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public character, except for Private Pay Service, when the service is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided the service is so located that it is not accessible for public use. D

2. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.

3. Local residence exchange service may not be resold or used to provide access to resold or shared customer premises key equipment. Local business exchange service may not be resold or used to provide access to resold or shared customer premises key or switching equipment, intraLATA Long Distance Message Telecommunications Service and intraLATA Wide Area Telecommunications Service.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**A. Use of Service (Continued)**

4. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.

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5. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the Connecting Company.

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6. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

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7. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**A. Use of Service (Continued)**

8. Use of Automatic Dial Announcing Devices

The Company complies with Commission's Substantive Rules relating to Automatic Dial Announcing Devices.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

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**IV. USE OF SERVICE AND FACILITIES (Continued)**

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**B. Obligations of Customers**

1. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current costs for such changes.

2. Use of Commercial Power - Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer provided premises equipment, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

**C. Rights of the Company**

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.

2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.

3. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**C. Rights of the Company (Continued)**

4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.

5. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned.

6. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may discontinue service which is used:

a. In such a way that interferes with the service of other telephone users;

b. For any purpose other than as a means of communication;

c. To communicate profane or obscene language;

d. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;

e. In any fraudulent or unlawful manner; or

f. In manner which violates any of the Company's lawful regulations.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**C. Rights of the Company (Continued)**

6. Abuse of Telephone Service (Continued)

g. To obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

7. Telephone Directories - The Company normally publishes telephone directories annually.

a. Distribution - The Company distributes to its customers without charge, one directory, and upon request, one additional directory per customer. Any additional directories will be furnished at the Company's discretion at a reasonable rate.

b. Ownership - Directories regularly furnished to customers are the property of the Company.

8. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company. When additions or changes in plant or changes to any other local exchange carrier operations necessitates changing telephone numbers to a group of customers, at least thirty (30) days written notice shall be given to all customers affected, even though the addition or changes may be coincident with a directory issue.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company**

1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

2. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance or to the availability of R.O.W. provisions in this tariff.

3. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

4. Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company (Continued)**

5. Interruptions of Service - In the event a customer's service is interrupted by other than the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.

6. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from:

a. The use, placement or presence of the Telephone Company's facilities on the customer's premises or,

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company (Continued)**

**6. Indemnification (Continued)**

b. The use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment.

Further, the customer indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

7. Liability - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring during provision of telephone service, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**V. STATE TAX ADJUSTMENT FACTOR**

In accordance with Substantive Rule 26.202 and pursuant to H.B. 11, Acts of 72nd Legislature, First Called Special Session 1991, the Company's 1998 refund plus interest through the date of actual refund and 1999 increase in state franchise taxes will be applied against the Company's tax adjustment factor in future years for services provided under this Section.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**VI. TEXAS UNIVERSAL SERVICE FUND (TUSF) SURCHARGE**

A. The purpose of the Texas Universal Service Fund (TUSF) is to implement a competitively neutral mechanism that enables all residents of Texas to obtain basic telecommunications services. Because targeted financial support may be needed in order to provide and price basic telecommunications services in a manner to allow accessibility by consumers, the TUSF will assist local exchange companies (LECs) in providing these services at reasonable rates in high cost rural areas. In addition, the TUSF will reimburse the following entities: qualifying local exchange companies for revenues lost as a result of providing Lifeline and Link-Up America to qualifying low-income consumers under the Public Utility Regulatory Act; telecommunications carriers providing statewide telecommunications relay service; qualified vendors providing specialized telecommunications device distribution service for the hearing-impaired and speech-impaired; and the Texas Department of Human Services, the Texas Department for the Deaf and Hard of Hearing, the Texas Universal Service Fund administrator, and the Public Utility Commission for the costs incurred in implementing the provisions of the Public Utility Regulatory Act, Chapter 56 (relating to Telecommunications Assistance and the Universal Service Fund.)

B. The TUSF Surcharge is for recovery of the Company's TUSF assessment. The TUSF Surcharge is assessed as a percentage of the retail customer's intrastate taxable telecommunication receipts, except Lifeline and Link-Up America services, and applies to all retail customers. The TUSF assessment is calculated based on actual intrastate taxable telecommunications service receipts. In the case of a bundled offering where the amount attributable to intrastate taxable telecommunications service receipts cannot be accurately determined, 71.5% of the bundle's service charges will be allocated as intrastate telecommunications taxable receipts.

C. The TUSF Surcharge will be identified on the retail customer's bill as "Texas Universal Service" and will be assessed on every retail customer's bill, excluding Lifeline and Link-Up America services, at the assessment rate reflected in Commission Orders. The TUSF Surcharge assessment percentage may change periodically due to the assessment fund and revenue changes.

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**GLOSSARY**

**ACCESS LINE**

A central office line which provides access to the telephone network for local and long distance telephone services.

**AIR LINE MEASUREMENT**

The shortest distance between two points.

**ANCILLARY DEVICES**

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

**ANSWERING EQUIPMENT**

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

**APPLICANT**

Any person, partnership, cooperative corporation, corporation, or any combination thereof requesting affirmative service or action from the Company.

**AUTHORIZED PROTECTIVE CONNECTING MODULE**

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

**AUTHORIZED USER**

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the tariff and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

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**GLOSSARY**

**BILLED NUMBER SCREENING**

An arrangement whereby, at the time of Call Origination, billed to third number, station-to-station, or person-to-person collect calls are screened for customer preauthorized or Company-directed non-acceptance.

**BUILDING (Same)**

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

**BUSINESS SERVICE**

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature.

**CALL**

An attempted communication, whether completed or not.

**CALLING AREA**

See "Local Service Area".

**CANCELLATION CHARGES**

A charge applicable under certain conditions when application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before contract period is completed.

**CENTRAL OFFICE**

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

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By: Richard L. Allen  
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**GLOSSARY**

**CENTRAL OFFICE AREA**

The area within which the customer's lines are connected to the central office operating unit, or units, established by the Company.

**CENTRAL OFFICE BUILDING**

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may serve more than one exchange.

**CENTRAL OFFICE LINE**

See Access Line.

**CHANNEL**

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, fiber, radio, or a combination thereof; and whether or not be means of a single physical facility or route.

**CIRCUIT**

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

(a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.

(b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors.

**CLASS OF SERVICE**

A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (business or residence) or type of rate (flat or message rate).

**COMMISSION**

The Public Utility Commission of Texas.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**COMMUNICATIONS SYSTEMS**

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of 2-way communication.

**COMPANY**

As used in this tariff, Company is synonymous with Alenco Communications, Inc.

**CONDUIT**

A tubular runway for cable facilities.

**CONNECTING COMPANY**

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

**CONNECTION**

Denotes the establishment of telephone service. A move of existing service to a different premises requires a connection.

**CONNECTION CHARGE**

See Service Charge.

**CONSTRUCTION CHARGE**

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the local exchange tariff.

**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. Where a customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
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**GLOSSARY**

**CONTRACT**

The service agreement between a customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

**CONTRACT PERIOD**

The length of time for which a customer is responsible for the charges associated with the services, facilities, and equipment under contract.

**COST OR COST BASIS**

Cost of equipment and materials provided or used plus the cost of installation including engineering, labor, supervision, transportation, right-of-way and other items which are chargeable. This also denotes the actual expense incurred by the Company relating to the call-out of Company personnel.

**CUSTOMER**

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff and responsible for the payment of charges and compliance with the rules and regulations of the Company.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**CUSTOMER TROUBLE REPORT**

Any oral or written report from a customer or user of telecommunications service received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though it may duplicate each telephone reported in trouble when several items are reported by one customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

**DEMARCATION POINT**

The point of interconnection between Telephone Company communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Telephone Company's protector or equivalent, where a protector is not used, and consists of a modular jack or equivalent.

**DETACHED ACCESS LINE**

An additional circuit, located on different premises, which is connected to an access line either directly or through a switching device which uses Company facilities. The location of the additional circuit or detached access line may be in a separate building or on contiguous property.

**DIRECT BURIAL**

The installation of cables or conductors directly in the earth and not in conduit or duct.

**DIRECT CONNECTION**

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

**DIRECT ELECTRICAL CONNECTION**

A physical connection of the electrical conductors in the communication path.

**DIRECTORY**

A book which alphabetically lists each telephone customer with his address and telephone number.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**DIRECTORY ASSISTANCE SERVICE**

A service provided to assist customers in obtaining telephone numbers which are or are not listed in the directory.

**DIRECTORY LISTING**

The publication of the Company's directory and/or directory assistance records, of information relative to a customer's telephone number, by which telephone users are enabled to ascertain the call number of a desired station.

**DISCONNECT NOTICE**

The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

**DISCONNECTION OF SERVICE**

An arrangement made at the request of the customer or initiated by the Company for violation of tariff regulations by the customer, for a permanent interruption of telephone service. A "final" bill would be rendered showing monies owed to the Company as of the date the service was disconnected.

**DROP WIRE**

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a customer's premises.

**ENTRANCE FACILITIES**

Facilities extending from the point entrance on private property to the premises on which service is furnished.

**EXCHANGE**

A unit established by the Company for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**EXCHANGE ACCESS LINES**

See Access Line.

**EXCHANGE AREA**

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

**EXCHANGE LINE**

Any circuit connecting an exchange access line with a central office.

**EXCHANGE SERVICE**

Exchange service is a general term describing as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the Local Exchange Tariff.

(a) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.

(b) Individual Line Service: A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

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**EXCHANGE SERVICE AREA**

The area within which the Company furnishes complete local telephone service at the applicable exchange rates for that area.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**EXTENDED AREA CALLING SERVICE**

A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to and/or may receive calls from one or more exchanges without the application of long distance message telecommunications charges.

**FACILITIES**

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Public Utility Commission of Texas.

**FAMILY**

A group of two or more persons related by blood, marriage or adoption and residing together. A primary family consists of the head of a household and all (one or more) other persons in the household related to the head. A secondary family comprises two or more persons such as guests, lodgers, or resident employees and their relatives, living in a household or quasi-household (other than the negligible number or such groups among inmates or institutions) and related to each other.

**FLAT RATE SERVICE**

A classification of exchange service furnished a customer under tariff provisions for which a stipulated charge is made regardless of the amount of use.

**FOREIGN EXCHANGE SERVICE**

Exchange Service furnished under tariff provisions by means of a circuit connecting a customer's premises with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

**GENERAL EXCHANGE SERVICES**

Services furnished by the Company connected to or associated with primary Local Exchange Service.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**GRANDFATHERED COMMUNICATIONS SYSTEMS**

All communications systems (including their equipment, premises wiring and protective circuitry, if any) lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e., without Company-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

**GRANDFATHERED CONNECTIONS OF COMMUNICATIONS SYSTEMS**

All lawful connections via Company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such connections to the telecommunications network were made via Company-provided connecting arrangements prior to January 1, 1980, and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

**GRANDFATHERED CONNECTIONS OF TERMINAL EQUIPMENT**

All connections via Company-provided connecting arrangements of customer-provided terminal equipment lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such connections to the telecommunications network were made via Company-provided connecting arrangements prior to July 1, 1979, and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**GRANDFATHERED TERMINAL EQUIPMENT**

All terminal equipment (including protective circuitry, if any) lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal communications Commission's Rules and Regulations because such terminal equipment was connected to the telecommunications network prior to July 1, 1979 and is of a type of terminal equipment which was directly connected (i.e., without Company-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

**HARM**

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

**HOUSEHOLD**

A Household comprises all persons who occupy a dwelling unit, that is, a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A Household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also the lodgers and employees, if any, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

**IDENTIFICATION NUMBER**

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

**INDIVIDUAL LINE SERVICE**

A classification of exchange service furnished under tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**INITIAL NONRECURRING CHARGE**

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

**INITIAL SERVICE PERIOD**

The minimum period of time for which service is provided.

**INSTALLATION CHARGE**

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to Service Connection Charges.

**INTERCEPT SERVICE**

A service arrangement provided by the Company whereby calls placed to a disconnected or discontinued telephone number are intercepted and the calling party is informed by an operator or by a recording that the called telephone number has been disconnected, or discontinued, or changed to another number, or that calls are received by another telephone.

**INTEREXCHANGE PRIVATE LINE**

A communication path between two or more exchanges, and not connected for exchange telephone service.

**INTERFACE**

(a) The junction or point of interconnection between two systems or equipments having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.

(b) The point of interconnection between Company equipment and communications facilities on the premises of the Customer. Also referred to as Demarcation Point.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President



**GLOSSARY**

**INTERFACE EQUIPMENT**

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

**INTERLATA**

Long Distance Message Telecommunications Service where point locations are in a different Local Access and Transport Area (LATA).

**INTRALATA**

Long Distance Message Telecommunications Service where service point locations are within the same Local Access and Transport Area (LATA).

**INTRAEXCHANGE CHANNEL SERVICE**

Channel connecting two or more "Primary Terminations" in the same exchange.

**INTRAEXCHANGE SERVICE**

Telecommunications service confined wholly within a single exchange.

**JACK**

A modular outlet designed to permit the establishment of a connection between the local exchange facilities and terminal equipment with cords ending in plugs.

**KEY EQUIPMENT**

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the customer's system.

**KEY SYSTEM LINE**

A circuit connecting key system equipment with a central office.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**KEY TELEPHONE SET**

A telephone set equipped with keys or buttons in the housing.

**KEY TELEPHONE SYSTEM**

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

**LABELING**

Registered terminal equipment and/or registered protective circuitry shall have prominently displayed on an outside surface information providing the registration number, the ringer equivalence number, the grantee's names, model number and serial number or date of manufacture.

**LINE**

See Access Line.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)**

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Telephone Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

**LOCAL CALLING AREA**

See Local Service Area.

**LOCAL CHANNEL**

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**LOCAL EXCHANGE SERVICE**

Provides for telephone communication within local service area in accordance with the provisions of the Customer Services Tariff, including the use of exchange facilities required to establish connection between exchange access lines.

**LOCAL MESSAGE**

A communication between two exchange access lines within the local service area of the calling telephone.

**LOCAL MESSAGE CHARGE**

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

**LOCAL SERVICE**

The intercommunication (by means of facilities connected with a Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different exchanges between which no toll rates apply.

**LOCAL SERVICE AREA (LOCAL CALLING AREA)**

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under extended area service arrangement.

**LOCAL SERVICE CHARGE**

The charge for furnishing facilities to enable a customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between access lines in different local service areas in accordance with the regulations and system of charges specified by the Company. The toll service charges specified are in payment for all service furnished between the calling and called access lines.

**MAINTENANCE OF SERVICE CHARGE**

A charge made by the Company when a service difficulty or trouble report results from customer-provided equipment or facilities.

**MESSAGE**

A communication between two exchange access lines. Messages may be classified as local or toll.

**MILEAGE**

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

**MINIMUM CONTRACT 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.

**MISCELLANEOUS COMMON CARRIERS**

Communications common carriers which are not engaged in the business of providing either a public landline message telephone service or a public message telegraph service.

-----FOR COMMISSION STAMP-----  
By: Richard L. Allen  
Title: President

**GLOSSARY**

**MOBILE TELEPHONE SERVICE**

Telecommunications service provided by means of radio frequencies through a land radio-telephone base station. Connections may be established between a wire access line and a mobile or fixed unit or between two mobile or fixed units.

**MODULAR OUTLET**

See Jack.

**NETWORK CONTROL SIGNALING**

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

**NETWORK CONTROL SIGNALING UNIT**

The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

**NETWORK INTERFACE**

See Interface.

**NONPUBLISHED TELEPHONE NUMBER**

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the telephone directory and is not made available to the general public by the Company.

**NONRECURRING CHARGE**

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

**NORMAL CENTRAL OFFICE**

See Serving Central Office

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By: Richard L. Allen  
Title: President

**GLOSSARY**

**ONE PARTY SERVICE**

Any exchange access line designed for the provision of exchange service to one premises.

**OTHER COMMON CARRIER (OCC)**

This term denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

**OTHER COMMON CARRIER TERMINAL LOCATION**

A discrete operational and equipment location of the OCC from which the OCC furnishes and administers common carrier communications services to its patrons.

**OUTLET**

See Jack.

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**PERMANENT DISCONNECT**

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

**PERSON**

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

**PREMISES**

The same premises consists of:

(a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.

(b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.

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**PREMISES** (Continued)

(c) the continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the same premises consists of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

**PREMISES WIRING**

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Telephone Company's premises protector. By definition, Customer Premises Inside Wire excludes riser, buried and aerial cable.

**PREASSIGNED NUMBER**

A telephone number preassigned before service is actually established.

**PREWIRING**

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

**PRIMARY TERMINATION**

Applied to channels which extend beyond the continuous property of a customer or the confines of a single building housing the premises of more than one customer. Also, denotes the first termination of such a channel at a station or PBX on the continuous property of a customer. When more than one customer's premises is located within the same building, the first termination of such a channel at that building constitutes a "Primary Termination." For purpose of this definition, the location of a "Primary Termination" for channel services associated with "Switching System Services" is considered to be at the "Switching System Services" serving central office. When the "Switching System Services" serving central office is not in the same exchange as the main location, the "Mileage Service Area" center for the main location will be used in lieu of the "Switching System Services" serving central office.

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**PRINCIPAL CENTRAL OFFICE**

Refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileage.

**PRIVATE BRANCH EXCHANGE (PBX)**

An arrangement of equipment situated on a customer's premises, consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The PBX provides for intercommunications between these telephones for communication with the general exchange network and for long distance message telecommunications service.

**PRIVATE BRANCH EXCHANGE TRUNKS**

Trunks connecting a Private Branch Exchange System with a central office for communication with the general exchange network and for long distance message telecommunications service.

**PRIVATE LINE**

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

**PRIVATE LINE SERVICE**

The channels furnished to a customer for communication between specified locations.

**PROTECTIVE CONNECTING ARRANGEMENT**

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

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**GLOSSARY**

**PUBLIC THOROUGHFARE**

A road, street, highway, lane or alley under the control of and kept by the public.

**PUBLISHED TELEPHONE NUMBER**

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

**RATE CENTER**

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

**REFERENCE LISTING**

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

**REGISTERED PROTECTIVE CIRCUITRY**

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with Part 68 of the FCC Rules and Regulations.

**REGISTERED TERMINAL EQUIPMENT**

Terminal equipment which is registered in accordance with Part 68 of the FCC Rules and Regulations.

**RESIDENCE EXCHANGE ACCESS LINE**

An exchange access line used to provide exchange telephone service to a residence customer.

**RESIDENTIAL SERVICE**

Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

**ROTARY DIAL SERVICE**

A service arrangement whereby calls are originated through the use of a telephone equipped with a rotary dial instead of push-button keys.

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**ROTARY HUNTING SERVICE**

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

**ROUTE MEASUREMENT**

The physical length of a circuit between two points.

**SAME BUILDING**

See Building.

**SERVICE CALL**

A visit to a customer's premises in connection with a service difficulty. See also Maintenance of Service Charge.

**SERVICE CHARGES**

A nonrecurring charge applying to the provisions of telephone service.

**SERVICE DROP**

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

**SERVING CENTRAL OFFICE**

The central office from which a customer's telephone service is normally provided.

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**GLOSSARY**

**SIGNAL CONDITIONING EQUIPMENT**

That equipment connected to a channel to condition signals generated by data terminal equipment.

**SINGLE CHANNEL (Half Duplex)**

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

**STATION EQUIPMENT**

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

**STATION INSTRUMENT**

A telephone set including the cord.

**SUPERSEDURE OF SERVICE**

The immediate assumption of service provided to a customer discontinuing service by a qualified applicant who is to take the service at the same premises. Supersedure of service is predicated upon the customer and the applicant giving written notice to the Company and the payment of outstanding charges against the service.

**SUPPLEMENTAL CONTRACT**

A contract for service, equipment or facilities in addition to that provided for under the original contract.

**SUSPENSION OF SERVICE**

An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service.

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**TARIFF**

The schedule of the Company containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Company stated separately by type or kind of service and the customer class as filed with the Public Utility Commission of Texas.

**TELECOMMUNICATIONS SERVICES**

The various services offered by the Company as specified in this tariff.

**TELEPHONE NUMBER**

A numerical designation assigned to a customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "Central Office Designation".

**TELEPHONE OR TELECOMMUNICATIONS NETWORK**

The local telephone exchange and long distance message telecommunications facilities, or network; both inter and intrastate.

**TEMPORARY DISCONNECTION**

See Suspension of Service.

**TEMPORARY SERVICE**

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

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**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 Company are connected either electrically, acoustically or inductively.

**TERMINAL EQUIPMENT, CUSTOMER PROVIDED**

Devices or apparatus and their associated wiring, provided a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

**TERMINATION AGREEMENT**

An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

**TERMINATION CHARGE**

A charge made to liquidate a customer's obligations for termination of service prior to the expiration of the initial contract period.

**TERMINATION OF SERVICE**

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company under its regulations concerning cancellation for cause.

**TOLL MESSAGE**

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

**TOLL RATE**

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between exchanges.

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**TOLL SERVICE**

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

**-tone DIALING SERVICE**

A classification of exchange service furnished from certain central offices, whereby calls are originated through the use of tone dial instruments in lieu of a rotary dial instrument.

**TRUNK**

A telephone communication path connecting a central office and customer premises equipment, used in the establishment of end-to-end service.

**UNDERGROUND SERVICE CONNECTION**

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

**VOICE GRADE FACILITY**

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

**WATS**

See "Wide Area Telecommunications Service."

**WIDE AREA TELECOMMUNICATIONS SERVICE**

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls.

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**GLOSSARY**

**SYMBOLS FOR TARIFF CHANGES**

**SYMBOLS FOR TARIFF CHANGES**

The following symbols are used in the right-hand margin to denote changes or revisions made on each page:

- C Denotes a changed regulation.
- D Denotes a discontinued rate or regulation.
- E Denotes a correction of an error made during a revision that pertained to material contained in the tariff prior to the revision.
- I Denotes increase in rate.
- M Denotes text has been moved elsewhere in the tariff with no change in rate, regulation or text.
- N Denotes a new rate or regulation
- R Denotes a rate reduction.
- S Denotes reissued material, that is material currently in tariff which is being reissued with this revision without change in rate, regulation, or text.
- T Denotes a change in text, but no change in rate or regulation.

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