



Tariff Control No: \_\_\_\_\_

October 31, 2014

Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress  
Austin, TX 78711-3326

Dear Filing Clerk:

Re: Tariff filing of Southwestern Bell Telephone Company d/b/a AT&T Texas pursuant to PURA § 52.007(d-2)(1)

Attached for filing are the original and five copies of the following tariff sheets for Southwestern Bell Telephone Company d/b/a AT&T Texas. With this filing AT&T Texas is making non-substantive textual changes to correspond with AT&T Texas' tariff withdrawal/internet posting/guidebook conversion, which will be effective tomorrow, November 1, 2014.

<u>Tariff</u>	<u>Section</u>	<u>Sheet/Revision</u>
General Exchange Tariff	21	Sheet 29/Revision 1
General Exchange Tariff	21	Sheet 30/Revision 1
General Exchange Tariff	21	Sheet 34/Revision 1
General Exchange Tariff	21	Sheet 39/Revision 1
General Exchange Tariff	34	Sheet 3/Revision 2
General Exchange Tariff	36	Sheet 2/Revision 11
General Exchange Tariff	36	Sheet 3/Revision 11
General Exchange Tariff	36	Sheet 4/Revision 11
General Exchange Tariff	36	Sheet 15/Revision 10
General Exchange Tariff	36	Sheet 18/Revision 14
General Exchange Tariff	36	Sheet 19/Revision 3
General Exchange Tariff	44	Sheet 1/Revision 1
General Exchange Tariff	44	Sheet 2/Revision 2
General Exchange Tariff	44	Sheet 3/Revision 1
General Exchange Tariff	44	Sheet 5/Revision 1
General Exchange Tariff	44	Sheet 6/Revision 1
General Exchange Tariff	50	Sheet 1/Revision 1
General Exchange Tariff	50	Sheet 3/Revision 1
General Exchange Tariff	Appl. of Tariff	Sheet 2/Revision 4



<u>Tariff</u>	<u>Section</u>	<u>Sheet/Revision</u>
Private Line Service Tariff	Table of Contents	Sheet 1/Revision 3
Private Line Service Tariff	6	Sheet 4/Revision 2
Private Line Service Tariff	6	Sheet 5/Revision 2
Private Line Service Tariff	6	Sheet 6/Revision 2
Private Line Service Tariff	7	Sheet 1/Revision 3
Private Line Service Tariff	7	Sheet 3/Revision 2
Private Line Service Tariff	7	Sheet 12/Revision 1
Private Line Service Tariff	7	Sheet 16/Revision 1
Private Line Service Tariff	7	Sheet 22/Revision 1
Private Line Service Tariff	7	Sheet 23/Revision 1
Local Access Service Tariff	1	Sheet 1/Revision 1
Local Access Service Tariff	1	Sheet 3/Revision 2
Local Access Service Tariff	1	Sheet 5/Revision 1
Local Access Service Tariff	1	Sheet 6/Revision 1
Local Access Service Tariff	2	Sheet 1/Revision 2
Local Access Service Tariff	2	Sheet 2/Revision 1
Local Access Service Tariff	2	Sheet 3/Revision 3
Local Access Service Tariff	2	Sheet 4/Revision 3
Local Access Service Tariff	3	Sheet 5/Revision 2
Local Access Service Tariff	4	Sheet 2/Revision 2
Local Access Service Tariff	4	Sheet 7/Revision 3
Cellular Mobile Telephone Interconnection Tariff	1	Sheet 1.2/Revision 2
Cellular Mobile Telephone Interconnection Tariff	1	Sheet 8/Revision 1
Cellular Mobile Telephone Interconnection Tariff	1	Sheet 9/Revision 4
Cellular Mobile Telephone Interconnection Tariff	1	Sheet 10/Revision 5
Cellular Mobile Telephone Interconnection Tariff	5	Sheet 1/Revision 2
Cellular Mobile Telephone Interconnection Tariff	6	Sheet 4/Revision 1
Texas Intrastate Tariffs	Table of Contents	Sheet 1/Revision 18
Texas Intrastate Tariffs	Table of Contents	Sheet 2/Revision 8
Texas Intrastate Tariffs	Table of Contents	Sheet 3/Revision 6
Texas Intrastate Tariffs	Table of Contents	Sheet 4/Revision 3
Texas Intrastate Tariffs	Table of Contents	Sheet 5/Revision 3



Texas Regulatory

AT&T Texas  
816 Congress Avenue  
Suite 1100  
Austin, TX 78701-2471

Acknowledgement and date of receipt of this filing are requested. Attached for this purpose is a duplicate letter with the attachment. Please call me at (512) 457-2270 if there are any questions regarding this matter.

Sincerely,

Emily Steele  
Area Manager – Regulatory Relations  
(512) 457-2270 Office  
(512) 870-1397 Fax

Attachments

cc: Public Counsel, Office of Public Utility Counsel

**MISCELLANEOUS SERVICE OFFERINGS**

**16. Universal Emergency Number Service (Cont'd)**

**16.2 8A Key Telephone System (Cont'd)**

**16.2.4 Rates**

- (A) The rates for the service features and equipment items for the 8A system, set forth below, are in addition to the established monthly and nonrecurring charges applicable to the services terminated in the system.
- (B) For an 8A Key Telephone System provided under Plan I and Plan II, the following regulations apply in addition to preceding and other regulations as stated in the General Exchange Tariff and the AT&T Texas Guidebook. (T)
- (1) As a condition to providing service under Plan I, a written service application will be executed between the customer and SWBT for the equipment provided.
- (2) Monthly rates for Plan I are in the sum of fixed rates and variable rates and apply from the date equipment is placed in service subject to the following conditions:
- (a) Fixed rates apply in the form of monthly rates for fixed rate terms of either one, thirty-six, sixty, eighty-four or one hundred twenty months at the option of the customer.
- (I) Fixed rates apply for the duration of the fixed rate term, at which time charges for fixed rates are discontinued.
- (II) In the event that a part or all of the equipment provided under Plan I is disconnected prior to the expiration of the fixed rate term, the customer will be billed the sum of the present worth amount of the fixed monthly rates for the unexpired portion of the fixed rate term.
- (III) Fixed rates are not subject to change during the fixed rate term.
- (b) Variable rates apply for as long as the equipment remains in service, and are subject to change.
- (3) Monthly charges for Plan II apply from the date the equipment is placed in service, and are subject to change.
- (4) Temporary suspension of service as provided for in Part 2, Section 4 of the AT&T Texas Guidebook is not applicable to service and equipment provided under Plan I and Plan II. (T) (T)

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MISCELLANEOUS SERVICE OFFERINGS

16. Universal Emergency Number Service (Cont'd)

16.2 8A Key Telephone System (Cont'd)

16.2.4 Rates (Cont'd)

(B) (Cont'd)

- (5) Additional equipment provided under Plan I and Plan II may be added subsequent to the initial installation of the service upon payment of applicable installation charges, and subject to conditions and rates then in effect in SWBT's tariffs and Guidebooks. The customer may select any Plan I or Plan II payment option for the equipment added. If a Plan I payment option is selected, the customer will be given a choice of a separate or coterminous fixed rate term. A coterminous fixed rate term will expire within the same billing period as that of the fixed rate term of the initial service application. For the equipment added under a coterminous application, fixed rates will be adjusted on a present worth basis. (T)
- (6) Single customer orders may include equipment under both Plan I and/or Plan II contracts except that all equipment provided under Plan I on a single customer order and offered under this section of the tariff must be provided under the terms of the same Plan I fixed rate period.
- (7) Subject to prior written consent of SWBT, service applications for equipment provided under Plan I may be transferred to others upon payment of a transfer charge provided that the assignment does not require SWBT to remove any of the equipment provided under Plan I from the premises where located. In addition, the Assignee shall establish financial responsibility to SWBT's satisfaction.
- Transfer Charge . . . . . \$ 50.00
- (8) Equipment shall at all times remain the property of SWBT and the customer shall obtain no right, title or interest therein.
- (9) Plan I customers may elect to prepay all of the unexpired portion of the fixed rate during the fixed rate term. The amount billed to the customer will be the present worth amount of the sum of the remaining monthly payments.

MISCELLANEOUS SERVICE OFFERINGS

16. Universal Emergency Number Service (Cont'd)

16.2 8A Key Telephone System (Cont'd)

16.2.4 Rates (Cont'd)

(D) Plan I Rates (Cont'd)

	Service Charge	Fixed Monthly Rates			USOC
		1 Month	36 Months	60 Months	
(3) Attendant Position- 911 Feature Equipped {1}					
(a) 18-Button Set					
Rotary Dial .	\$296.75	\$280.00	\$10.00	\$ 6.00	91P {2}
Rotary Dial .	233.15	760.00	25.00	16.50	91P
TOUCH-TONE .	296.75	280.00	10.00	6.00	91P {2}
TOUCH-TONE .	233.15	810.00	27.00	17.50	91P
(b) 30-Button Set					
Rotary Dial .	381.55	335.00	15.00	8.00	91R {2}
Rotary Dial .	275.55	930.00	31.00	20.00	91R
TOUCH-TONE .	381.55	335.00	15.00	8.00	91R {2}
TOUCH-TONE .	275.55	980.00	33.00	21.00	91R

	Service Charge	Fixed Monthly Rates			USOC
		84 Months	120 Months	Variable Monthly Rate	
(3) Attendant Position- 911 Feature Equipped {1}					
(a) 18-Button Set					
Rotary Dial .	\$296.75	\$ 5.00	\$ 4.00	\$6.60	91P {2}
Rotary Dial .	233.15	12.75	10.00	6.60	91P
TOUCH-TONE .	296.75	5.00	4.00	7.15	91P {2}
TOUCH-TONE .	233.15	13.50	10.50	7.15	91P
(b) 30-Button Set					
Rotary Dial .	381.55	6.00	5.00	8.50	91R {2}
Rotary Dial .	275.55	15.50	12.25	8.50	91R
TOUCH-TONE .	381.55	6.00	5.00	9.30	91R {2}
TOUCH-TONE .	275.55	16.25	12.75	9.30	91R

{1} Mileage charges as provided in Part 15, Section 2 of the AT&T Texas (T) Guidebook and rates and charges for central office trunking equipment (T) also apply for Emergency Ringback feature, as provided in this tariff.  
 {2} Refer to 16.2.4(B)(2), preceding, for application of rates.

MISCELLANEOUS SERVICE OFFERINGS

16. Universal Emergency Number Service (Cont'd)

16.2 8A Key Telephone System (Cont'd)

16.2.4 Rates (Cont'd)

(E) Plan II Rates

	<u>Monthly Rate</u>	<u>Installation Charge</u>	<u>USOC</u>
(5) Call Transfer			
(a) Initial Unit, facilities for first four two-way lines, for each common equipment unit, each . . .	9.30	47.70	98V
(b) Additional Unit, facilities for next four two-way lines, for each common equipment unit, each . . . . .	9.30	47.70	98W
(6) Optional Features			
(a) Switchhook Status, each 911 line {2} . . . . .	3.20	42.40	91Z11
(b) Emergency Power, maximum of three per system, each . . . . .	61.50	148.40	98R

{1} Mileage charges as provided in Part 15, Section 2 of the AT&T Texas (T)  
 Guidebook and rates and charges for central office trunking equipment (T)  
 also apply for Emergency Ringback feature, as provided in this tariff.  
 {2} Installation charges for central office trunking equipment also apply  
 for the Switchhook Status feature, as provided in this tariff.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

**2. Regulations (cont'd)**

- 2.9 Temporary suspension of service is not provided for any part of 911 service.
- 2.10 911 service information of telephone subscribers is confidential and the customer agrees to use such information only for the purpose of responding to emergency calls.
- 2.11 The telephone subscriber forfeits the privacy afforded by nonlisted and nonpublished service to the extent that subscriber information associated with the originating station location are furnished to the PSAP. The telephone subscriber (published and nonpublished) consents to the storage and retention of the subscriber name, telephone number and address in the 911 database and also consents to access to this information by the 911 customer for the sole purpose of responding to an emergency call.
- 2.12 The Company's entire liability to any person for interruption or failure of 911 service shall be limited by the terms set forth in this section and other sections of this tariff. SBC or its officers or employees may not be held liable for any claim, damage, or loss arising from the provision of 911 service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct.
- 2.13 The rates charged for 911 service do not include, and the Company does not undertake, inspection or constant monitoring to discover errors, defects and malfunctions in the service. The customer has the responsibility to report all errors, defects and malfunctions in the service to the Company.
- 2.14 Adjustments for service interruptions experienced by the customer or by persons calling the PSAP are governed by and limited to 'Regulations Applying to All Customers' Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)  
(T)
- 2.15 911 service is furnished subject to all operating failures and interruptions including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. 911 service is furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement, program errors and failures, delays and errors in the input and processing of data used by the 911 database associated with the E911 service arrangement. The rates provided for this service are subject to the limitations which appear in this section and in other sections of this and other tariffs and Guidebooks. (T)



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**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**1. DEFINITIONS - (Cont'd)**

**PAY TELEPHONE SERVICE** - A telecommunications service utilizing any coin, coinless, credit card reader, or cordless instrument that can be used by members of the general public, or business patrons, employees, and/or visitors of the premises owner or lessee where pay telephone service is installed, provided that the user pays for local or toll calls from such instrument on a per call basis. Pay per call telephone service provided to inmates of correctional facilities is pay telephone service. Coinless telephones provided in guest rooms by a hotel/motel are not pay telephones. A telephone that is primarily used by business patrons, employees, and/or visitors of the premises owner is not a pay telephone if:

- all local calls and "1-800" and "1-888" calls from such telephones are free to the end user

**PROVIDER OF PAY TELEPHONE SERVICE** - A subscriber to PTEAS, that registers with the Public Utility Commission of Texas (Commission) to provide pay telephone service to end users.

**2. GENERAL**

2.1 PTEAS is a 2-Way, or, optionally a 1-Way originating only business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface. {1} 900/976 call restriction are provided at no additional charge. {2}

2.2 All pay telephone service providers must register with the Commission, using Commission-prescribed forms, in order to do business in the state of Texas. SWBT will not provide PTEAS to a person required to be registered under Substantive Rule 23.54, subsection (b), unless that person provides a Commission-supplied proof of registration.

2.3 In the case of 1-Way PTEAS, intercept treatment will be provided.

2.4 "Rules and Regulations Applying to All Customer Contracts" as described in Part 2, (T) Section 2 of the AT&T Texas Guidebook is applicable to the provision of PTEAS. (T)

2.5 No person, business, government or entity of any type will be permitted to subscribe to PTEAS where such service is being used primarily for the purpose of placing directory assistance calls. If such PTEAS is installed, and is subsequently discovered by the Telephone Company, by whatever means, that such service is being used primarily for the purpose of placing directory assistance calls, such service will be disconnected after giving the customer a written 20-day notice of violation and disconnection. The Telephone Company further reserves the right to refuse to connect, or re-connect, such PTEAS at such premises in the future.

{1} For purposes of this tariff, the term "Customer" is defined as the party who subscribes to PTEAS.

{2} 900/976 call restriction restricts calls to these pay-per-call information services to only those calls which are alternately billed.

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**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**2. GENERAL - (Cont'd)**

2.6 The PTEAS customer shall sign an agreement to indemnify and hold Southwestern Bell Telephone 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 {2} to the PTEAS customer by Southwestern Bell Telephone Company, including but not limited to, any disclosure of said detailed toll billing records by the PTEAS customer.

The PTEAS telephone number will be omitted from the directory and directory assistance records at no additional charge.

2.7 At the customer's request, a primary listing will be provided at no charge in the local telephone directory for the exchange where the service is provided. For further information on the rates and regulations for directory listings, please refer to 'Directory Listings' (T) found in Part 11, Section 2 of the AT&T Texas Guidebook. (T)

2.8 Pay telephone service providers using automated call completion technology to complete operator service calls may request the information and services described in clauses (A) and (B) of this paragraph from SWBT. The service and/or information will be provided at the same prices, terms and conditions as provided to any other interexchange carrier if requested prior to December 31, 1991.

(A) Validation information (e.g., calling card numbers, whether an access line is equipped with billed number screening, or whether an access line is a pay telephone) will be made available through SWBT's own data base, by making arrangements with another local exchange carrier to provide the information or by making arrangements with a third-party vendor.

(B) Billing and collection services will be offered. However, if validation information is available for calls that the pay telephone service provider (or a third-party billing and collection agent operating on behalf of the pay telephone service provider) will bill through SWBT, 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.

2.9 SWBT will not initiate a maintenance service call or take any other action in response to a trouble report on a PTEAS line until such time as requested by the pay telephone owner or its agent. The pay telephone owner must keep SWBT advised of the identity of the pay telephone owner or agent authorized to request a maintenance service call.

{2} Detailed toll billing records include only toll calls billed by Southwestern Bell Telephone Company.

**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**2. GENERAL - (Cont'd)**

- 2.10 SWBT will provide directory assistance service under the provisions of Part 11, Section 2 of the AT&T Texas Guidebook. However, SWBT is not required to provide such service to PTEAS lines accessible to inmates of confinement facilities.
- 2.11 The customer shall be responsible for the installation, operation and maintenance of the PTEAS used in connection with this service.
- 2.12 The customer shall be responsible for the payment of Maintenance of Service Charges, as provided for in Section 8 of the General Exchange Tariff, for visits by a SWBT employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided pay telephones and the maintenance/repair call is authorized by the owner or agent.
- 2.13 The PTEAS provider is responsible for the payment of charges for all local and toll messages, except as provided in Substantive Rule 23.54 subsection (h) of this section;
- 2.14 The PTEAS provider must comply with all applicable federal, state and local laws and regulations.
- 2.15 PTEAS may be connected to, from or through a customer-provided telecommunications switching system, or Southwestern Bell Telephone Company-provided central office based PBX-type switching system, provided that the pay telephone service provider meets all requirements of Substantive Rule 23.54. The pay telephone service provider must ensure that access to E-911, 911, and/or 0- is not blocked and must comply with all legislative and rule requirements regarding the operation of E-911 and 911. This access configuration is not allowed if it prevents usage measurement, by SWBT, of the PTEAS access line.
- 2.16 Pay telephone must be registered in compliance with Part 68 of the FCC's Registration Program or e connected behind an FCC registered coupler.

**3. LINE CONCENTRATOR TERMINALS**

- 3.1 Customer provided line concentrator terminals are equipment interconnect devices which allow pay telephone service providers the option of connecting numerous pay telephones to a lesser number of PTEAS access lines. This type of terminal equipment may be connected at the customer's premises to Telephone Company provided PTEAS under the following conditions.
- (A) Such connections shall be made in accordance with the provisions of 'Connections of Terminal Equipment and Communications Systems' found in Part 2, Section 9 of the AT&T Texas Guidebook. (T)
- (B) The equipment must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind an FCC registered coupler.

**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**6. RATES AND CHARGES - (Cont'd)**

6.3 Selective Class of Call Screening:

Selective Class of Call Screening will be provided, at the customer's option, at the following one-time charges per PTEAS access line: {1}

	<u>Nonrecurring Charge</u>	<u>USOC</u>
Type I, Basic, per line		
2-Way Service	\$ 20.00	UGHO2
1-Way service	\$ 20.00	UGHO1
Type II, Collect Only-Inmate, per line		
1-way Service	\$ 20.00	PSEST
Type III, Coinless Only, per line		
2-Way	\$ 20.00	UGHO3
1-Way	\$ 20.00	UGHB3

6.4 Service Connection and Other Charges:

6.4.1 Rates and Charges contemplate only a standard business local exchange access line service installation.

6.4.2 Service Connection Charges, specified in Part 3, Section 1 of the AT&T Texas Guidebook for standard business exchange access lines, apply in addition to all other charges in this Tariff for PTEAS. These charges will also apply when, upon customer request, an existing PTEAS access line incurs subsequent activity to change to and/or from a SmartCoin access line. (T)

6.4.3 Where Touch-Tone Service, Custom Calling Service and/or other services are desired, charges as specified in the appropriate Parts/Sections of the AT&T Texas Guidebook are applicable for PTEAS at the same rates and charges applicable to standard business exchange access lines. (T)

6.4.4 Charges for long distance directory assistance calls, as provided by Other Common Carriers and not by the Company, will be at rates and charges specified by such Other Common Carriers.

6.4.5 Charges and rates for long distance message telecommunications service, as provided by the Company, will be as specified in Part 9, Section 1 of the AT&T Texas Guidebook. Charges for such long distance service, as provided by Other Common Carriers and not the Company, will be at rates and charges specified by such Other Common Carriers. (T)

6.4.6 PTEAS with IDD blocking - a one-time charge of \$20.00 will be imposed on the customer under the following conditions:

(A) When either a 1-Way or 2-Way PTEAS access line with IDD blocking (USOCs 15Y and 19Y) is initially installed.

(B) When, upon customer request, an existing 1-Way or 2-Way PTEAS access line incurs subsequent activity to install or remove IDD blocking.

{1} Selective Class of Call Screening is not available in conjunction with SmartCoin access lines.

**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**7. Charges to End Users for Services from Pay Telephones (Cont'd)**

**7.2 Operator Assistance Services**

Regulations for Operator Assistance Services can be found in Part 9, (T)  
 Section 1 or Part 11, Section 1 of the AT&T Texas Guidebook. (T)

**7.2.1 Rates**

Station-to-Station Service	Local	LDMTS
Calling Card		
- Non-Automated	\$1.80	\$1.80
- Semi-Automated	1.80	1.80
- Fully Automated	1.80	1.80
Collect (Non-Inmate)		
- Non-Automated	3.95	3.95
- Semi-Automated	3.75	3.75
Collect (Inmate)	3.45	2.95
Billed to a Third Number		
- Non-Automated	5.30	5.30
- Semi-Automated	3.95	3.95
Person to Person Service {1}		
- Non-Automated	9.30	8.95
- Semi-Automated	9.30	8.95
Other Services {2}		
- Line Status Verification {3}	3.95	
- Busy Interrupt {3}	3.95	

**7.3 Payphone Use Charge**

The Payphone Use Charge applies to all completed 0+ and 0- intraLATA non-sent paid calls placed from payphones. Non-sent paid is defined as a call which is placed without advance deposit of currency at the payphone. The Payphone Use Charge will apply in addition to applicable Operator Assistance Charges specified in Paragraph 7.2, above.

- Payphone Use Charge \$.50

- {1} Person-to-Person service may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.
- {2} Information also appears in Part 11, Section 2 of the AT&T Texas Guidebook. (T)
- {3} This charge is not applicable where the Company-provided operator is requested to verify or interrupt intraLATA interexchange calls to or from authorized emergency agencies (i.e., police, fire and ambulance). Agencies that are not obvious emergency agencies may apply to the Company for an exemption so that charges as set forth, for line status verification and busy interrupt, are not applicable. (T)

**PAY TELEPHONE EXCHANGE ACCESS SERVICE**

**7. Charges to End Users for Services from Pay Telephones (Cont'd)**

**7.4 Directory Assistance Service**

Regulations for Directory Assistance Service can be found in Part 11, (T)  
 Section 2 of the AT&T Texas Guidebook. (T)

7.4.1 Rates

The following rate applies when an end user has Directory Assistance charges billed to a calling card or a telephone number other than the originating number.

Each call (maximum 2 requests per call) \$0.60

**7.5 Long Distance Message Telecommunications Service**

This service is furnished under the guidelines of Part 9, Section 1 (T)  
 (Regulations) and Part 9, Section 2 (Two-Point Service) of the AT&T (T)  
 Texas Guidebook.

7.5.1 Rates {1}{2}

Rate Mileage	Day Initial 1-Minute	Day Each Additional Minute
1-17	\$ 0.10	\$ 0.09
18-22	0.15	0.14
23-28	0.22	0.20
29-34	0.26	0.25
35-41	0.33	0.31
42-51	0.33	0.31
52-66	0.33	0.31
67-81	0.36	0.35
82-105	0.36	0.35
Over	0.36	0.35

7.5.2 Operator Assistance service charges specified in Paragraph 7.2.1 of this tariff may be applied in addition to the Pay Telephone Rate Schedule listed in Paragraph 7.5.1, above.

{1} For sent paid calls originated the pay telephone, these rates apply to the PTEAS customer. Send paid calls are provided to the end user under the terms, rates, and conditions of the PTEAS customer.

{2} These rates do not apply to a local exchange company that elects incentive regulation under Chapter 58 of the Public Utility Regulatory Act.

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**DEER PARK EMERGENCY NETWORK SERVICE**

**1. Service Description**

- 1.1 Deer Park Emergency Network Service (ENS) is an optional, specific use communications arrangement. ENS is a private switched network which permits calling among subscribers to this service. ENS is neither designed nor available for use as normal, primary service to the public switched telephone network. All ENS station lines are equipped with an individual measured rate line, local exchange access capability and standard features specified in paragraph 4.1.
- 1.2 ENS is provided to and available for only those officially designated disaster recovery organizations and individuals whose communications are considered critical in a state of emergency or disaster. Provision of this service is subject to the authorization described in paragraph 2.1.
- 1.3 ENS facilities are segregated from the public switched network to the extent technically feasible. ENS provides for emergency communication between authorized ENS customers and is not subject to delay, blockage or interruption as a result of overload conditions in the public switched network. Calls from the public switched network to an ENS station may be blocked at the discretion of the ENS customer so as to preserve the integrity of the ENS private network.
- 1.4 The basic rates specified in paragraph 6 are applicable for ENS stations subject to the following primary serving central offices:

Apollo	Med Center
Deer Park	Mission
East Ellington	Seabrook
Greenwood	Walnut
Hudson	West Ellington
LaPorte	

- 1.5 Service requested outside of the primary serving central offices or for authorized customers in non-SWBT exchanges may be provided, if agreed to by SWBT, at basic ENS rates plus applicable FSO/FX charges. Such service will be subject to the terms and conditions of the Private Line Service Tariff in addition to the terms and conditions of this tariff.
- 1.6 ENS will be furnished in accordance with the regulations, payment provisions and secured credit and charges specified in paragraphs 2 and 3.
- 1.7 Federal End User Common Line charges will be billed as set forth in the FCC No. 73 Access Service Tariff.
- 1.8 ENS, when furnished at the same premises in combination with other Local Exchange Service, shall not be considered to be in conflict with the rules of Paralleling Service contained in 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2 of the AT&T Texas Guidebook. (T)  
(T)  
(T)
- 1.9 SWBT will provide ENS subject to the availability of suitable facilities. Where suitable facilities do not exist, special construction charges may apply as set forth in Part 2, Section 5 of the AT&T Texas Guidebook. (T)  
(T)

**DEER PARK EMERGENCY NETWORK SERVICE**

**2. Rules and Regulations**

- 2.1 Deer Park Emergency Network Service (ENS) is available only to those organizations and individuals with a bona fide need to respond to and manage emergency situations. An application for service must be submitted to the Local Emergency Planning Committee (LEPC) for the location where the service is to be provided. The application will be forwarded by the appropriate LEPC to the Deer Park Local Emergency Planning Committee (Deer Park) for final review and approval. Deer Park will then forward the request to SWBT for implementation. In unusual circumstances, and at Deer Park's discretion, an application for service may be submitted directly to Deer Park. In no case will SWBT accept service applications directly.
- 2.2 The tariff monthly rates, service connections, moves and changes, installation charges and service establishment charges specified in the tariffs of SWBT will apply for all services and equipment where appropriate. A Special Installation Charge will apply to all customers ordering ENS. The Special Installation Charge as set forth in paragraph 6 is applicable for and in addition to any existing nonrecurring charges for any other SWBT tariff service.
- 2.3 This is a limited scope service offering and will be available only in those serving central offices as listed in paragraph 1.4, except as otherwise provided under paragraph 1.5.
- 2.4 Sufficient securable floor space and the necessary power wiring, power outlets, commercial power and conduit for the operation of tariff services are furnished by the customer who assumes all responsibility for the safe condition of such floor space, wiring, outlets, power and conduit.
- 2.5 Directory listings are not provided with this service.
- 2.6 Special Service Arrangements consist of modifications of standard tariffed services and as provided in Part 2, Section 7 of the AT&T (T) Texas Guidebook. Special Service Arrangements will be furnished, when (T) practicable, by SWBT at charges equivalent to the cost of providing such arrangements if in connection with and not detrimental to any of the services furnished under SWBT tariffs or Guidebooks. (T)
- 2.7 Temporary suspension of service is not provided for any part of ENS.
- 2.8 The rates for ENS do not include, and SWBT does not undertake, inspection or constant monitoring to discover errors, defects, and malfunctions of the service. The customer has the responsibility to report all errors, defects, and malfunctions in the service to SWBT.
- 2.9 The Deer Park LEPC may assign its coordination and approval duties to a successor entity. However, SWBT reserves the right, upon notice of good cause to the successor entity, to discontinue Emergency Network Service.
- 2.10 ENS shall not be shared or jointly used and resale is prohibited.



**DEER PARK EMERGENCY NETWORK SERVICE**

**3. Payment Provisions and Secured Credit**

- 3.1 Emergency Network Service (ENS) is available for a minimum billing period (MBP) of either 12, 36, or 60 months. After the initial MBP, the service can be renewed for the same MBP, a different MBP, or under the month-to-month option.
- 3.2 Charges for a fractional part of a month, after the initial MBP specified in paragraph 3.1, are computed on the basis of a thirty-day month.
- 3.3 Installation and nonrecurring charges can be deferred over the length of the initial MBP. The annuity factors used in developing these deferred charges will be based on SWBT's authorized intrastate rate of return on net investment as approved by the Public Utility Commission at the time of the order for service.
- 3.4 A termination charge based on the present worth of the amount of remaining monthly payments will be applicable if the customer disconnects more than 20% of the ENS station lines ordered during a MBP. In addition, the present worth of any installation and nonrecurring charges remaining that have been deferred must be paid in full on any station line disconnected. The discount factors used in developing these termination charges will be based on SWBT's authorized intrastate rate of return on net investment as approved by the Public Utility Commission at the time of the termination.
- 3.5 Additions may be made to existing services provided at least ninety days remain in the MBP. These additions will be coterminous with the original MBP. Additions made with less than ninety days remaining in the MBP may be made under a separate MBP or under the month-to-month option.
- 3.6 Applicants for service whose financial responsibility is not established to the satisfaction of SWBT, will be required to make a suitable security deposit in accordance with the provisions specified in 'Regulations Applying to All Customers' Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)  
(T)
- 3.7 The ENS customer assumes responsibility for all charges on toll messages originating at facilities ordered by him or her and for messages received on which the charges have been reversed with the consent of the person answering the facility, unless another party assumes responsibility for payment of a call under an arrangement agreeable to SWBT and the other party.

**DEER PARK EMERGENCY NETWORK SERVICE**

**5. Liabilities**

- 5.1 SWBT's entire liability to any person for interruption or failure of Emergency Network Service (ENS) shall be limited by the terms set forth in this section and other sections of this tariff. SWBT or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of ENS unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of SWBT.
- 5.2 ENS is provided solely for the benefit of the ENS customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any SWBT obligation toward, or any right of action on behalf of, any third person or other legal entity.
- 5.3 To the extent allowed by law, the ENS customer agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the ENS customer or others.
- 5.4 ENS is furnished subject to all operating failures and interruptions including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. ENS is furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement.
- 5.5 Adjustments for service interruptions experienced by the ENS customer are governed by and limited to 'Regulations Applying to All Customers' (T) Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)

**DEER PARK EMERGENCY NETWORK SERVICE**

**6. Rates and Charges**

	<u>Monthly Rates</u>	<u>Nonrecurring Charges {1}</u>
6.1 Emergency Network Service (ENS), per each station line {2}{3}{4}		
-- Minimum Billing Period (MBP)		
-- 12 months	\$ 50.00	\$ 34.00
-- 36 months	42.50	34.00
-- 60 months	35.00	34.00
-- Month-to-Month Option {5}	50.00	NA
6.2 Special Installation Charge, per each station line {6}	NA	167.00
6.3 Optional Features		
-- Remote Access, per station		
-- 12 months {7}	0.90	NA
-- 36 months	0.72	NA
-- 60 months	0.53	NA
-- Authorization Codes, per system	NA	43.00 {8}
-- Authorization Codes, per station		
-- 12 months {7}	0.17	2.00 {8}
-- 36 months	0.14	2.00 {8}
-- 60 months	0.10	2.00 {8}

- {1} Charges for service connections, moves and changes are not applicable for this service.
- {2} Except as provided in paragraph 1.5, the availability of ENS is limited to the locations specified in paragraph 1.4.
- {3} Federal End User Common Line charges specified in the FCC No. 73 Access Service Tariff apply in addition to the rates and charges specified in this tariff for each station line.
- {4} These rates include an imputed 1MB rate for Rate Group 8. Usage charges will apply to those calls that exceed the "free" call allowance, in accordance with Part 4, Section 2 of the AT&T Texas Guidebook. (T)
- {5} This rate will apply only after the initial MBP, and if the MBP is not renewed and another MBP is not requested. (T)
- {6} The Special Installation Charge applies per each ENS station line. This charge applies to new ENS connections and outside moves of existing ENS stations.
- {7} This rate will apply as the month-to-month rate at the expiration of the initial MBP, unless the customer requests the same or a different MBP.
- {8} This charge applies only if the feature is installed subsequent to the initial installation of the system or station or for a subsequent change to an installed feature.

## WIRELESS 9-1-1 SERVICE

### 1. General

1.1 Wireless 9-1-1 Service (W 9-1-1) is a service offering which routes wireless calls to specific Public Safety Answering Points (PSAPs), provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to properly enable and support the Federal Communication Commission's (FCC) Phase I and Phase II requirements on wireless carriers established in Docket Number 94-102 and provides the W 9-1-1 service consistent with industry standards and any applicable regulatory requirements.

1.2 This service will support the following wireless E9-1-1 design solutions:

- A. Call path Associated Signaling (CAS){1}
- B. Non-Call path Associated Signaling (NCAS)
  - 1. Third-party NCAS
  - 2. SBC NCAS
- C. Hybrid

The W 9-1-1 Customer may be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a third party provider of 9-1-1 database services.

### 2. Regulations

In addition to the following rules and regulations, the Rules and Regulations in the *9-1-1 Emergency Number Service* Section 34 of the Company's General Exchange Tariff shall also apply.

(T)  
(T)

2.1 Request for Phase II service activation: (1) can only be initiated by a 9-1-1 customer; (2) must be provided to the Company (SBC) in writing 120 days prior to the desired live service date, recognizing that the parties thereto will negotiate an actual agreed activation date; and (3) must identify service locations, the scope of work needed and other pertinent arrangements to enable SBC Texas to plan its workload.

2.2 Wireless 9-1-1 will be provided where facilities permit. If facilities are not available, SBC will negotiate a mutually agreeable live service date with the Customer.

2.3 The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10, or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, SBC will continue to selectively route wireless 9-1-1 calls to the designated PSAPs. However, the PSAP may not receive call-back or location information for these calls.

2.4 The Customer acknowledges that W 9-1-1 service requires that the respective wireless carriers have the capability to forward the wireless subscribers call and associated call data to SBC for transport to the W 9-1-1 Customer.

{1} The CAS solution does not support Phase II and customers that utilize CAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation.

**WIRELESS 9-1-1 SERVICE**

**2. Regulations (cont'd)**

- 2.9** To the extent allowed by law, the W 9-1-1 customer also agrees to release, indemnify and hold harmless SBC for an infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 9-1-1 service features and the equipment associated therewith, or by any services furnished by SBC in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing W 9-1-1 service hereunder, and which arise out of the negligence of SBC or the negligence or other wrongful act of the W 9-1-1 customer, its user, agencies or municipalities or the employee or agents of any one of them.
- 2.10** The SBC supported segment of the W 9-1-1 Service will be designed to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 systems are equipped with the features required to provide W 9-1-1 Service.
- 2.11** To the extent allowed by law, the W 9-1-1 Customer agrees to indemnify, defend and hold harmless SBC for any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from W 9-1-1 Customer providing SBC with inaccurate, out of date or improperly formatted MDN or pANI data. To the extent allowed by law, the wireless carrier agrees to indemnify, defend and hold harmless SBC for any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from wireless carrier providing SBC with inaccurate, out of date or improperly formatted MDN or pANI data.
- 2.12** To the extent allowed by law, the W 9-1-1 Customer agrees to indemnify, defend, and hold harmless SBC from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the W 9-1-1 Customer. To the extent allowed by law, the wireless carrier agrees to indemnify, defend, and hold harmless SBC from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the wireless carrier.
- 2.13** Adjustments for service interruptions experienced by the W 9-1-1 Customer are governed by and limited to the terms set forth in "Regulations Applying to All Customers' Contracts" found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)  
(T)
- 2.14** The Wireless End User forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the LEC. The Wireless End User (published and nonpublished) consents to the storage and retention of Wireless End User's location and telephone number in the database and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.

**TABLE OF CONTENTS**

		(C)
		(D)
		(D)
<b><u>SECTION</u></b>		(N)
1 thru 20	Vacant <sup>1</sup>	(N)
21	Miscellaneous Service Offerings	(N)
	21.1 thru 21.15	Vacant <sup>1</sup>
	21.16	Universal Emergency Number Service
	21.17 thru 21.28	Vacant <sup>1</sup>
	21.29	Emergency Warning Call Database
	21.30 thru 21.32	Vacant <sup>1</sup>
		(N)
22 thru 33	Vacant <sup>1</sup>	(N)
34	Universal Emergency Number Service (911)	(N)
35	Vacant <sup>1</sup>	(N)
36	Pay Telephone Exchange Access Service	(N)
37 thru 43	Vacant <sup>1</sup>	(N)
44	Deer Park Emergency Network Service	(N)
45 thru 49	Vacant <sup>1</sup>	(N)
50	Wireless 9-1-1 Service	(N)
51 thru 52	Vacant <sup>1</sup>	(N)

<sup>1</sup> Services formerly contained herein may now be found in the AT&T Texas Guidebook, Advanced Services Guidebook or Out of Territory Guidebook available at: [www.att.com/servicepublications](http://www.att.com/servicepublications) - See Part 1, Section 3 of the guidebooks for an alphabetical list of services. (N)

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**PRIVATE SWITCH 911 SERVICE**

**4. Rules and Regulations (cont'd)**

**4.2 Customer Obligations (cont'd)**

- D. The PSP responsible for using computer hardware and software for ongoing Private Switch End User (PSEU) record update programs and processes, that conform to the specifications outlined in the PS 911 Technical Interface Standards.
- E. PS 911 Service information consisting of the name, address and telephone number of PSEUs is confidential. The 911 customer agrees to use such information only for the purpose of responding to emergency calls.
- F. The PSEU forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the LEC. The PSEU (published and nonpublished) consents to the storage and retention of PSEU name, telephone number, and address in the data base and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.
- G. The rates charged for PS 911 Service do not include, and the LEC does not undertake, inspection or constant monitoring to discover errors, defects and malfunctions in the service. The 911 customer has the responsibility for reporting all errors, defects and malfunctions to the LEC.
- H. Cancellation of the service in whole or in part by the 911 customer prior to establishment thereof, will require payment to the LEC of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the LEC up to the time of cancellation resulting from the 911 customer's order for service, but not to exceed the total nonrecurring charges.

**4.3 Liabilities**

- A. The LEC's entire liability to any person for interruption or failure of PS 911 Service shall be limited by the terms set forth in the Texas Health and Safety Code, Chapters 771 and 772, as amended, and the terms set forth in this section and other sections of this tariff and the AT&T Texas Guidebook. The LEC or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of PS 911 Service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of the LEC.

(T)

**PRIVATE SWITCH 911 SERVICE**

**4. Rules and Regulations (cont'd)**

**4.3 Liabilities (cont'd)**

- B. PS 911 Service is provided solely for the benefit of the 911 customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any LEC obligation toward, or any right of action on behalf of, any third person or other legal entity.
- C. Terminal equipment used in connection with PS 911 Service, whether such equipment is provided by the LEC or the 911 customer, shall be configured so that it is unable to extract any information from the data base other than as it relates to an emergency call. Any PSEU information obtained from the data base in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PSEU's telephone number with his/her name or address shall be secured by the 911 customer and disposed of in a manner that will retain that security.
- D. To the extent allowed by law, the 911 customer agrees to release, indemnify, defend and hold harmless the LEC from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the 911 customer or others.
- E. To the extent allowed by law, the 911 customer also agrees to release, indemnify and hold harmless the LEC for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the LEC in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the LEC, the 911 customer, its user, agencies or municipalities or the employees or agents of any one of them.
- F. PS 911 Service will be designed by the LEC to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide PS 911 Service.
- G. Adjustments for service interruptions experienced by the 911 customer are governed by and limited to 'Regulations Applying to All Customers' Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)  
(T)  
(T)



**PRIVATE SWITCH 911 SERVICE**

**5. Private Switch 911 Service Rates and Charges**

**5.1 Rates and Charges for Facilities**

**5.1.1 Interexchange Facilities**

See Section 5 of the Private Line Service Tariff for the appropriate rates and charges for interexchange facilities.

**5.1.2 Intraexchange Facilities**

	Monthly Rate	Nonrecurring Charge	USOC
A. From Private Switch to Control Office, (per facility)	\$54.00	\$315.00	9PS
B. From Private Switch to PSAP (per facility)	62.00	515.00	9PT
C. Inform 9-1-1 - See Part 17, Section 2 of the AT&T Texas Guidebook			(T) (T) (T)

**5.2 Database Management System**

The rates and charges in this section relate to the administration and storage of PS 911 Service data records. The nonrecurring charges in A (below) apply at the time the records are initially created in the LEC's database. The recurring rate is applied on a monthly basis for each month until the records are deleted. There is no charge to update the information associated with an individual record.

The nonrecurring charge in part B applies at the time an administrative site is first established. This charge applies when procedures are established enabling the administrative site to create and update records.

	Monthly Rate	Nonrecurring Charge	USOC
A. Charge per 10 records per PSP per 911 Customer	\$0.70	\$5.05	ED2PG
B. Nonrecurring Charge to Establish an Administrative Site		155.00	NR99P

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

PRIVATE LINE SERVICE TARIFF  
Section: 7  
Sheet: 1  
Revision: 3  
Replacing: 2

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## EXPANDED INTERCONNECTION

### 1. Description of Service

1.1 Expanded Interconnection provides interconnection between certain SWBT- provided intrastate private line services and the facilities of an interconnector. Expanded Interconnection is generally available as virtual collocation which is described in greater detail in 2.1 (Virtual Collocation).

1.2 SWBT will provide Expanded Interconnection to the following types of SWBT-provided intrastate private line services:

- Analog Private Line Services
- MegaLink I Service
- MegaLink III Service
- Dataphone Digital Service

1.3 Regulations contained in Part 15, Section 1 (Regulations for Analog Private Line Services); Part 15, Section 3 (MegaLink Digital Service and MegaLink III); and Part 15, Section 5 (Dataphone Digital Service) of the AT&T Texas Guidebook that apply to customers also apply to interconnectors. A description of the rate categories applicable to Expanded Interconnection, how those rate categories are applied and other specific recurring and nonrecurring charges that may also apply are contained in 5 (Rate Regulations for Virtual Collocation). (T)  
(T)  
(T)

1.4 Expanded Interconnection is available in SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. 4.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 13990.

**EXPANDED INTERCONNECTION**

**2. Virtual Collocation** (Cont'd)

2.5 Provisioning (Cont'd)

2.5.1 General (Cont'd)

SWBT will designate the location or locations within its wire centers for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office space for the use of interconnectors.

SWBT will neither develop nor maintain circuit and facility layout designs for either virtual collocation arrangements or the transmission paths using those arrangements. Specific record keeping will be the responsibility of the interconnector.

When virtual collocation is provided, the services to which it provides interconnection will be only those intrastate private line services offered by SWBT as those services are described in other sections of this tariff or the AT&T Texas Guidebook. Those services to which Expanded Interconnection is available are listed in 1.2 (Description of Service). (T)

If an interconnector requests expanded interconnection to a service that is not provided at the location specified by the interconnector, SWBT is under no obligation to provide expanded interconnection at that location nor to make such service available. If the service does become available in the specified location subsequent to the interconnector's request, SWBT will provide expanded interconnection upon subsequent bona fide request of the interconnector.

Virtual collocation is ordered under the provisions set forth in 2.10 (Ordering Requirements).

SWBT is required to provide expanded interconnection to another local exchange carrier pursuant to Substantive Rule 23.92(j) and the requirements of subsections (c) and (d) of the Rule, (which are Expanded Interconnection for Special Access and Private Line Services and Expanded Interconnection for Switched Transport Services, respectively) only if the local exchange carrier agrees to provide expanded interconnection, in a like manner, to SWBT.

**2.5.2 Entrance Cable**

Interconnectors requesting Expanded Interconnection in a SWBT wire center may bring a maximum of two single mode dielectric fiber optic cables to the demarcation point specified by SWBT. The fiber optic cable provided by the interconnector must be single mode dielectric fiber optic cable meeting industry standards for composition and specifications as set forth in SWBT's Technical Publication for Expanded Interconnection.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 13990.

**EXPANDED INTERCONNECTION**

**2. Virtual Collocation** (Cont'd)

**2.9 Maintenance Operation and Management** (Cont'd)

- The interconnector, upon request of SWBT, will provide trouble report status for the service and facilities it has connected to SWBT's Expanded Interconnection.

Nothing in the tariffs or contracts of either SWBT or the interconnector shall prohibit one or the other from sharing such trouble report status with each other's customers when the service provided to such other customers depends upon the joint provisioning of service by both SWBT and the interconnector.

The responsibility of SWBT shall be limited to furnishing network equipment reasonably specified by the interconnector and to furnishing facilities provided for the common use of all interconnectors as well as the maintenance and operation of such equipment and facilities in a manner proper for Expanded Interconnection. Subject to this responsibility, SWBT shall not be responsible for the through transmission of signals provided to the interconnector or for the quality of, defects in transmissions or reception of signals by interconnector operated equipment or systems.

The interconnector must perform monitoring and control functions from remote locations. In addition, the interconnector must exercise assignment control over the designated basic transmission equipment. The monitoring and control functions are those that allow the interconnector to track circuit functions, reconfigure, and otherwise supervise the operation of its communications circuits terminating in the designated equipment provided by Virtual Collocation. Requirements for remote monitoring and control are specified in SWBT's Technical Publication for Expanded Interconnection.

Credit allowances for interruptions, when applicable, are specified in Part 15, Section 1 (Regulations for Analog Private Line Services) of the AT&T Texas Guidebook.

(T)

**EXPANDED INTERCONNECTION**

**4. Fresh Look**

Fresh Look is a limited offering of SWBT and is available only to customers of MegaLink III intrastate service (non-shared use arrangements only) who request to exit certain Term Pricing Plans and billing periods in order to accept new arrangements. These new arrangements may include longer or shorter term Term Pricing Plans or billing periods provided by SWBT. The Term Pricing Plans and billing periods available for Fresh Look coverage are those plans or periods that are of 36 months (3 years) or more in duration and which were entered into on or before September 17, 1992 for services which can be replaced by an interconnector. Term Pricing Plans for MegaLink III are set forth in Part 15, Section 3 of the AT&T Texas Guidebook. (T)

Where available, Fresh Look provides for different termination liabilities than those set forth in Part 15, Section 3 of the AT&T Texas Guidebook for MegaLink III Service. Special Construction charges and liabilities are not included in Fresh Look. (T)

SWBT will initiate a Fresh Look period for non-shared use (private line) when the interconnector provides notification that the requested activity involves interconnection to a private line service.

In order for the Fresh Look termination liabilities to apply to requests to terminate existing Term Pricing Plans or billing periods, customers must notify SWBT of their specific intent to terminate Term Pricing Plans and billing periods in order to take different arrangements under Fresh Look. Such notification must be in writing and be received by SWBT's Business Service Center on or before the expiration date of the Fresh Look period. If the expiration of the Fresh Look period falls on a Saturday, Sunday or Legal Holiday, such notification must be received by SWBT's Business Service Center on or before the last non-Holiday day preceding such Saturday, Sunday or Legal Holiday.

In addition, having made such notification, the customer must also terminate the existing Term Pricing Plan(s) or billing period(s) as follows:

- If the customer is terminating a Term Pricing Plan or billing period in order to accept a different SWBT Term Pricing Plan or billing period, the customer must terminate the existing arrangement within ninety days of making the notification.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 13990.

**EXPANDED INTERCONNECTION**

**5. Rate Regulations for Virtual Collocation (Cont'd)**

**5.2 Nonrecurring Charges (Cont'd)**

**5.2.2 Nonrecurring Charges for Rearrangements (Cont'd)**

When an interconnector requests a change in billing entity, the regulations set forth in Part 15, Section 1 (Regulations for Analog Private Line Services) of the AT&T Texas Guidebook will apply. (T)

All other changes to existing arrangements will be treated as a discontinuance of the existing Expanded Interconnection arrangement and an installation of a new Expanded Interconnection arrangement. The nonrecurring charges described in 5.2.1 (Nonrecurring Charges for Installation) will apply. (T)

**5.2.3 Nonrecurring Charges for Engineering Design**

The engineering design charge provides for SWBT personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place interconnector-designated equipment. Payment for the engineering design charge must accompany each request for an expanded interconnection arrangement. Receipt of the engineering design charge by SWBT will determine the order or priority of interconnector's requests. The engineering design charge is set forth in 5.9 (Rates and Charges).

**5.2.4 Additional Labor**

Additional labor is that labor required of SWBT solely because of the interconnector's designation of basic transmission equipment or because of the interconnector's operating practices or procedures. Additional labor may be before either engineer or technician personnel. SWBT will notify the interconnector that additional labor charges will apply before additional labor is undertaken. Additional labor charges apply on a first and additional basis for each half hour or fraction thereof. If more than one engineer or technician is involved in the same additional labor project, the total amount of time for all employees will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" rate categories. Labor rates for engineering and technician additional labor are set forth in 5.7 (Rates and Charges).

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 13990.

**EXPANDED INTERCONNECTION**

**5. Rate Regulations for Virtual Collocation (Cont'd)**

**5.3 Monthly Recurring Rates**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

**5.3.1 Designated Equipment**

Recurring rates for basic arrangements, arrays, and termination cards are specific to the equipment and manufacturer specified by the interconnector. Recurring rates for dedicated equipment apply on a per unit of equipment basis (i.e., per arrangement, per array, or per card).

**5.3.2 Entrance Cable**

Monthly recurring rates are specific to each sub-element and are applied on a per entrance cable, per splice case and per riser tail basis.

**5.3.3 Interconnection Cross Connect**

A monthly rate applies to each interconnection cross connect provided on a per capacity basis (i.e., per Voice Grade, per DS1, per subrate).

**5.3.4 Nondesignated Conversion Arrangement**

A monthly rate applies on a per arrangement basis.

**5.4 Minimum Period Charges**

Expanded Interconnection is provided for a minimum period of one month. The charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity. Minimum period regulations are contained in Part 15, Section 1 (Regulations for Analog Private Line Services) of the AT&T Texas Guidebook.

(T)  
(T)

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 13990.

**TABLE OF CONTENTS**

SECTION

1	Vacant <sup>1</sup>	(T)
2	Vacant <sup>1</sup>	(T)
3	Vacant <sup>1</sup>	(T)
4	Vacant <sup>1</sup>	(T)
5	Interexchange 9-1-1 Service - Grandfathered	
6	Private Switch 9-1-1 Service - Grandfathered	
7	Expanded Interconnection	(N)
8	Vacant <sup>1</sup>	(N)

1 Services formerly contained herein may now be found in the AT&T Texas Guidebook, Advanced Services Guidebook or Out of Territory Guidebook available at: [www.att.com/servicepublications](http://www.att.com/servicepublications) - See Part 1, Section 3 of the guidebooks for an alphabetical list of products.

(N)  
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**REGULATIONS**

**1. Scope of Service**

- 1.1 This tariff identifies the terms, conditions and rates available only to holders of a Certificate of Convenience and Necessity (CCN), Certificate of Authority (COA), or Service Provider Certificate of Authority (SPCOA) in the provisioning of their authorized local exchange telephone service within the certificated territory of SWBT.
- 1.2 The services specified in the Resale Services section of this tariff are available only to SPCOA holders. The Usage Sensitive Local Connection (USLC) Service section of this tariff is available to all Local Service Providers (LSP).

**2. Definitions**

Certificate of Operating Authority (COA) - A COA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A COA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2531.

Demarcation Point - The point of demarcation between SWBT communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. This definition is defined in detail in the AT&T Texas Guidebook, Part 2, Section 1. (T)

End Office Switch - An end office switch is a local SWBT switching system where SWBT exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

Exchange - The geographic territory delineated as an exchange area by official commission boundary maps. An exchange area usually embraces a city or town and its environs. An exchange area may be served by more than one central office. An exchange area may also be referred to as an exchange.

Local Service Provider (LSP) - A LSP, for the purposes of this tariff, is any holder of a Certificate of Convenience and Necessity (CCN), a Certificate of Operating Authority (COA) or a Service Provider Certificate of Operating Authority (SPCOA) providing competing local exchange telephone service within SWBT's certified territory.

Service Provider Certificate of Operating Authority (SPCOA) - A SPCOA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A SPCOA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2532.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.1 Liability of SWBT (Cont'd.)**

3.1.4 SWBT shall extend its service guarantees to LSPs, under the same terms and conditions and at the same credit amounts which are made available for various end user services, for services or underlying service components available to or purchased by the LSP. The LSPs will be treated like any other customer with regard to service guarantees; no more and no less. The Service Guarantee provisions are detailed in the AT&T Texas Guidebook, Part 2, Section 2. (T)

3.1.5 SWBT shall be indemnified and held harmless by the LSP against claims and damages by the LSP's customers arising from provision of the LSP's services or equipment except those directly associated with the provision of Local Access Service to the LSP, which is governed by other sections of this tariff.

3.1.6 SWBT shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to SWBT by the LSP. Notice of discontinuance shall be as specified in the Substantive Rules of the Public Utility Commission of Texas.

3.1.7 SWBT shall have no liability to the customers of the LSP for claims arising from the provision of the LSP's service to its customers including but not limited to claims for interruption of service, quality of service or billing disputes.

3.1.8 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by SWBT's lines, SWBT is not liable for any act or omission of the other companies or carriers.

3.1.9 The SPCOA holder assumes all risks associated with the withdrawal of the provisioning of an experimental service to its end user customers and agrees to hold SWBT harmless for any claims made by the SPCOA holder's end user against SWBT related to the withdrawal of the experimental service offering. If SWBT elects to withdraw an experimental service offering, it may do so without liability to the SPCOA holder or the end user customer of the SPCOA holder.

**3.2 Obligations of the LSP**

3.2.1 The LSP is required to provide SWBT a copy of its approved certificate granted by the PUC authorizing the LSP as a telecommunications utility and doing business as a holder of a CCN, COA or SPCOA.

3.2.2 For the purposes of establishing service and providing efficient and consolidated billing to the LSP, the LSP is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN). SWBT will provide information on how to acquire an OCN to potential LSPs who have made service inquiries of SWBT.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.3 Payments of Rates and Charges**

3.3.1 When making application for service, the LSP may be required to pay, at the time the application is accepted, an advance payment equal to the installation charges and one month's charges for the services provided.

3.3.2 The amount of the advance payment will be credited to the LSP's account and applied against any indebtedness.

3.3.3 A one-time late payment penalty of four percent will apply to any unpaid balance not received by SWBT by the next bill date. The late payment penalty is in compliance with the provisions for commercial accounts in the AT&T Texas Guidebook, Part 2, Section 2. (T)  
The late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing.

**3.4 Deposits**

3.4.1 A LSP which has proven history of late payments to SWBT or does not have established credit must make a deposit prior to or at any time after the provision of a service to the LSP to be held by SWBT as a guarantee of the payment of rates and charges. The deposit requirement may be waived for a LSP which is a successor of a company which has established credit and has no history of late payments to SWBT or the LSP has established credit under other SWBT services (e.g. Access Services). In lieu of the deposit, the LSP may provide a Contract of Guaranty as defined in the AT&T Texas Guidebook, Part 2, Section 2, paragraph E.2. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period plus the amount of any termination charges that may be attributable to the service. The fact that a deposit has been made in no way relieves the LSP from complying with SWBT's regulations as to the prompt payment of bills. Simple interest set annually by the Commission at the rate of not less than six percent per annum or greater than twelve percent per annum will be paid on deposits. Payment of the interest to the LSP shall be annually, if requested by the LSP, or at the time the deposit is returned or credited to the LSP's account. The deposit shall cease to draw interest on the date it is returned or credited to the LSP's account. (T)  
(T)

3.4.2 If service is not connected or after disconnection of service, SWBT shall promptly and automatically refund the LSP's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.4 Deposits (Cont'd.)**

- 3.4.3 When the LSP has paid bills for service for twenty-four (24) consecutive billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the LSP is not delinquent in payment of the current bill, SWBT shall refund the deposit plus accrued interest to the LSP.

At the option of SWBT, such a deposit may be refunded or credited to the account when the LSP has established credit or after the LSP has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the LSP.

- 3.4.4 For failure to furnish a required deposit, service may be discontinued within thirty days after SWBT has mailed notice to the LSP at the billing address appearing on SWBT's records requiring the LSP to furnish such deposit.

**3.5 Municipal Fees and Taxes**

- 3.5.1 Municipal fees, where applicable, will be assessed on the resold flat rate local exchange telephone service provided in Section 2 and the Usage Sensitive Local Exchange Service provided in Section 3. The same fee will be applied to the SWBT resold services as is applied to SWBT services terminating at an end user premises within the municipality of the municipal taxing body.
- 3.5.2 State/local sales tax and federal excise tax will be applied to the resold services until SWBT has received the two completed exemption certificates from the LSP. An exemption certificate is required for state/local sales tax exemption and a separate certificate for federal excise tax exemption.

**3.6 Special Service Arrangements**

For special service arrangements not covered under this tariff, special charges shall apply as provided in the AT&T Texas Guidebook, Part 2, Section 7.

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**3.7 Special Construction**

If the LSP's request for service requires construction of special facilities, the LSP will be assessed Special Construction charges as outlined in the AT&T Texas Guidebook, Part 2, Section 5.

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**RESALE SERVICES**

**1. General**

- 1.1 This tariff details, pursuant to PURA, the Southwestern Bell Telephone Company (SWBT) local exchange telephone services, and certain associated general exchange services, that are available for resale exclusively for SPCOA holders. These services are classified as Category A and Category B as found in Paragraph 3, Services.
- 1.2 The rules and regulations for the Category A or B service apply from that service's corresponding tariff or guidebook, excluding generally applicable resale restrictions. (T)
- 1.3 SPCOA holders may resell flat rate local exchange telephone service only to the same class of customers to which SWBT sells flat rate local exchange telephone service, i.e., residence service may not be resold to business customers.
- 1.4 Resold local exchange telephone services are provisioned only between the demarcation point at the end user's location where the end user's terminal equipment is located and the SWBT end office that serves the end user's location.
- 1.5 SPCOA holders may not use a resold flat rate local exchange telephone service to avoid the rates, terms, and conditions of SWBT's tariffs or guidebooks. (T)
- 1.6 SPCOA holders may not terminate both flat rate local exchange telephone service and usage sensitive local connections (as provided for in Section 3 of this tariff) on the same end user's premises.
- 1.7 SPCOA holders may not use resold flat rate local exchange telephone service to provide access services to other interexchange carriers, cellular carriers, competitive access providers, or other retail telecommunications providers, but may permit their local exchange telephone service customers to use resold local exchange telephone service to access interexchange carriers, cellular carriers, competitive access providers, or other retail telecommunications providers.
- 1.8 SWBT may implement promotional rates for its own end users at any time after notification to the Commission. SWBT agrees to provide SPCOA holders with written notice of its intent to file promotions of its services along with effective promotion dates, locations, and a copy of the illustrative tariff or complete service description, including rates. SWBT's promotional rates that are required to be passed on to the SPCOA holders will go into effect in one of the two following manners:
- 1.8.1 SWBT's promotional rates will go into effect for the SPCOA holder 30 days after notification to the SPCOA holder has been mailed or concurrent with SWBT's promotional rates to its end user customers, whichever is later. The promotional rates for the SPCOA holder will remain in effect for the same total number of days or months that SWBT's promotional rates are effective for its end users.
- 1.8.2 The SPCOA holder has the option of activating the promotional rate for the SPCOA holder effective beginning on the same date that SWBT's promotional rates are effective for SWBT's end users. If the SPCOA holder elects this option subsequent to SWBT implementing the promotional rate for its end users, the promotional rate for the SPCOA holder will commence on SWBT's receipt of written election from the SPCOA holder. Under this election, the promotional rates will end for the SPCOA holder on the same date that SWBT ends the promotional rate to its own end users.

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**RESALE SERVICES**

**2. Rate Regulations**

- 2.1 Category A services are available for resale at 95% of the monthly and nonrecurring tariff rates. Category B services are available for resale at 100% of the monthly and nonrecurring tariff rates. Category designation of specific services and their associated tariffs are as found in Paragraph 3, Services.
- 2.2 If the tariff rates change for the Category A or B services being resold, the rate change also is applicable to the resold service.
- 2.3 Any promotions, discount offerings or packages offered by SWBT for services within either Category A or B also will be available for resale. Promotions, discount offerings or packages for services listed under Category A will be available for resale by SPCOA holders at 95% of the promotional, discounted or packaged rate. Promotions, discount offerings or packages for services listed under Category B will be available for resale by SPCOA holders at 100% of the promotional, discounted or packaged rate.
- 2.4 A charge applies for the record change when converting the SWBT account to a SPCOA holder or between SPCOA holders. The rate for this records change is the secondary service order charge as found in the AT&T Texas Guidebook, Part 3, Section 1. (T)
- 2.5 For purposes of ordering service under this tariff, all requests for service are handled as an initial request for service. When a holder of a SPCOA orders multiple requests for service under one service order, additional line rating for Service Connection Charges is only applicable to those requests for service at the same end user location.
- 2.6 An End User Common Line (EUCL) charge, as found in Section 4 of Tariff FCC 73, will continue to apply for each local exchange line resold under this section of the tariff. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

LOCAL ACCESS SERVICE TARIFF

Section: 2  
Sheet: 3  
Revision: 3  
Replacing: 2

(D)

RESALE SERVICES

3. Services

3.1 Category A

<u>Service</u>	<u>Reference</u>	(T)
Residence - One Party	AT&T Texas Guidebook	(T)
Residence - PBX Trunk	AT&T Texas Guidebook	
Residence - One Element Measured, One Party	AT&T Texas Guidebook	
Business - One Party	AT&T Texas Guidebook	
Business - PBX Trunk	AT&T Texas Guidebook	
Business - One Element Measured, One Party	AT&T Texas Guidebook	
Business - Hotel/Motel Measured Trunk	AT&T Texas Guidebook	
BizSaver	AT&T Texas Guidebook	
Call Control Options	AT&T Texas Guidebook	
Caller ID	AT&T Texas Guidebook	
Caller IntelliData	AT&T Texas Guidebook	
ComCall	AT&T Texas Guidebook	
Custom Calling Services	AT&T Texas Guidebook	
Customer Alerting Enablement	AT&T Texas Guidebook	
DID Numbers	AT&T Texas Guidebook	
Disaster Routing	AT&T Texas Guidebook	
Directory Assistance Service	AT&T Texas Guidebook	
Extended Area Calling Service-Mandatory	AT&T Texas Guidebook	
Hot Line/Warm Line	AT&T Texas Guidebook	
Hunting Services	AT&T Texas Guidebook	
Local Operator Assistance Service	AT&T Texas Guidebook	
Night Numbers	AT&T Texas Guidebook	
IntelliNumber	AT&T Texas Guidebook	
Intelligent Redirect	AT&T Texas Guidebook	
Personalized Ring	AT&T Texas Guidebook	
Preferred Number Service	AT&T Texas Guidebook	
PLEXAR I & II	AT&T Texas Guidebook	
Remote Access to Call Forwarding	AT&T Texas Guidebook	
Selective Call Forwarding	AT&T Texas Guidebook	
Simultaneous Call Forwarding	AT&T Texas Guidebook	
Toll Restrictions	AT&T Texas Guidebook	
Touch Tone	AT&T Texas Guidebook	
Voice Dial	AT&T Texas Guidebook	
THE WORKS	AT&T Texas Guidebook	
Central Office Access Charge	AT&T Texas Guidebook	
Service Order Charge	AT&T Texas Guidebook	
Station Handling Charge	AT&T Texas Guidebook	
Trip Charge	AT&T Texas Guidebook	(T)

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

LOCAL ACCESS SERVICE TARIFF  
Section: 2  
Sheet: 4  
Revision: 3  
Replacing: 2

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**RESALE SERVICES**

**3. Services** (Cont'd.)

**3.2 Category B**

<u>Service</u>	<u>Reference</u>	(T)
Bill Plus™	AT&T Texas Guidebook	(T)
Consolidated Billing	AT&T Texas Guidebook	(T)
Directory Listings	AT&T Texas Guidebook	
DigiLine	AT&T Texas Guidebook	
Extended Area Calling Service-Optional	AT&T Texas Guidebook	
EMS	AT&T Texas Guidebook	(T)
Selective Class of Call Screening	Pay Telephone Exchange Access Service	(T)
SmartTrunk	AT&T Texas Guidebook	(T)
Telebranch Service	AT&T Texas Guidebook	
Suspension and Restoral of Service	AT&T Texas Guidebook	
Toll Billing Exception{1}	AT&T Texas Guidebook	
900/976 Call Restriction	AT&T Texas Guidebook	(T)

{1} This service is provided at no charge but is available to SPCOAs.



**USAGE SENSITIVE LOCAL CONNECTION**

**3.4 Assumed Minutes of Use**

(Reserved for future use.)

**3.5 End User Common Line (EUCL) Charge**

The EUCL charge, as found in Section 4 of Tariff FCC 73, will apply for each USLC. This charge will be billed monthly at either the single line or multi-line rate. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

**3.6 Minimum Monthly Charge**

(Reserved for future use.)

**3.7 Maintenance of Service Charge**

The LSP will be responsible for payment of a Maintenance of Service Charge when SWBT dispatches personnel to the end user's premises and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point. The Maintenance of Service Charge is found in the AT&T Texas Guidebook, Part 2, Section 9, paragraph B.2.

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INTERIM

**INTERIM NUMBER PORTABILITY**

**3. Obligations of SWBT**

3.1 SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide INP service in accordance with its tariff. In the event that SWBT becomes aware that a dispute or discrepancy may have occurred, it may insist that the LSP provide written evidence of its authority to SWBT from the end user as outlined in Section 1, Sheet 4, Paragraph 3.2.3, of this tariff.

**4. Obligations of LSPs**

4.1 The LSP is responsible for assuring that its switch is capable of accepting INP ported traffic.

4.2 The LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. The LSP is required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may terminate INP service in accordance with the AT&T Texas Guidebook, Part 2, Section 2, and Section 23.46(d) of the Commission's Substantive Rules. (T)

4.3 The LSP is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which it is not presently providing local exchange service or terminating to an end user.

4.4 Where the LSP chooses to disconnect or terminate any INP service, it is responsible for designating the preferred type of announcement to be provided by SWBT at appropriate intercept rates.

4.5 When the LSP disconnects or terminates service to the end-user, the LSP will return the INP telephone number to SWBT and SWBT will provide the intercept service. Customized intercept announcements will be made available at appropriate tariff rates.

4.6 The LSP is required, as a condition of acquiring INP service from SWBT, to negotiate a reciprocal interim number portability service arrangement to allow a LSP customer to switch subscription to SWBT and retain the existing LSP's assigned telephone number.

4.7 Each LSP shall provide for the Automatic Location Identification (ALI) record retrieval of the directory number, a five-character Telephone Company Identification (TCI) of the company that provides service to the calling line, and any other standards consistent with National Emergency Number Association (NENA) standards. SWBT shall provide and enable all the above consistent with NENA standards. SWBT and the LSPs shall cooperate and coordinate with 911 entities to the fullest extent possible regarding implementation of the above and educating PSAP personnel on the changes to the ALI screen and ALI information. The LSPs and SWBT shall negotiate interconnection arrangements for implementation of all the above, and the implementation will not be delayed pending such negotiations.

**INTERIM NUMBER PORTABILITY**

**7. Rates and Charges (7)**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>7.1 Interim Number Portability - Remote</b>		
per number ported (2)		
- Business	\$ 2.10	(1)
- Residential	\$ 1.75	(1)
per additional path	\$ .10	(1)
<b>7.2 Interim Number Portability - Direct</b>		
Service Establishment Charge		
per group, per central office (3)		\$ 115.00
DID Trunk Termination		
per VG channel	\$ 24.25	
per DS1 facility	\$ 585.00	
Number Charges		
per number ported	\$ 0.01	
Subsequent number additions or deletions per occurrence (3)		\$ 1.70
<b>7.3 Optional EMS/EACS Additive</b>		
Optional EMS/EACS Number Charge, per telephone number ported	\$ 6.25	
<b>7.4 Mechanized Service Orders (4)</b>		
per request (5)	\$ 0.00	\$ 4100.00
per program run (6)	\$ 0.00	\$ 10.00
per number ported	\$ 0.00	\$ 1.00

- (1) Secondary Service Order Charges, as found in the AT&T Texas Guidebook, Part 3, Section 1, apply except when service is established via the mechanized service order process described in 2.7, preceding. (T)
- (2) Includes three (3) call paths per number ported as detailed in 6.1.2. (T)
- (3) Secondary Service Order Charges, as found in the AT&T Texas Guidebook, Part 3, Section 1 apply. (T)
- (4) These charges are applicable when SWBT is able to develop a mechanized program to establish INP-Remote on multiple end user accounts in bulk rather than on an account by account basis. These charges are applicable in lieu of the secondary service order charge. (T)
- (5) This charge (per request) for Mechanized Service Orders is based on SWBT being able to develop a mechanized program for making the changes in bulk. If, due to the LSP's specifications, more than one program is required, the LSP will be assessed a "per request" charge for every program required. (T)
- (6) The number of program runs required is dependent on the total number of lines to be changed as well as the location and wire center concentration of those lines. (T)
- (7) All rates and charges, with the exception of the EMS/EACS Additive, are temporarily abated pending resolution of the petitions for reconsideration and any subsequent appeals filed before the FCC. All INP rates will be applicable concurrent with the effective date of the FCC order reinstating the charges for INP Service as appropriate. (T)

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**REGULATIONS**

**1. Scope of Service (cont'd)**

**1.3 Definitions (cont'd)**

Demarcation Point - The point of demarcation and/or interconnection between SWBT communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. SWBT-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Commission's rules. SWBT will provide one primary demarcation point for services provided through SWBT network facilities at no cost to the subscriber. Any secondary or additional demarcation point(s) requested by the customer will be provided as specified in the AT&T Texas Guidebook, Part 2, Section 5 (Construction Charges). The costs of providing these secondary or additional demarcation points include all labor and materials including cabling. Additions or reinforcements of existing facilities to secondary demarcation points will only be provided upon customer request and billed as specified in the AT&T Texas Guidebook, Part 2, Section 5 (Construction Charges). (T)  
"Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by SWBT's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" (MPOE) as used herein shall be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings. SWBT's reasonable and nondiscriminatory standard operating practices shall determine which of (1) or (2) shall apply. SWBT is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above shall apply. Multiunit premises include, but are not limited to, residential, commercial, shopping center and campus situations. (T)

(a) Single Unit Installations. For single unit installations existing as of June 9, 1994 and installations installed after that date the demarcation point shall be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

(b) Multiunit Installations.

(1) In multiunit premises existing as of June 9, 1994, the demarcation point shall be determined in accordance with SWBT's reasonable and nondiscriminatory standard operating practices. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

(2) In multiunit premises in which wiring is installed after June 9, 1994, the multiunit premises owner shall determine the location of the demarcation point or points. The multiunit premises owner shall determine whether there shall be a single demarcation point location for all customers or separate such locations for each customer. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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**REGULATIONS**

**2. General Regulations** (Cont'd)

**2.4 Deposits** (Cont'd)

2.4.2 If service is not connected or after disconnection of service, SWBT shall promptly and automatically refund the CMC's deposit plus accrued interest or 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 SWBT shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by this and other sections of this tariff.

2.4.3 When the CMC has paid bills for service for twenty-four (24) consecutive billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the CMC is not delinquent in payment of the current bill, SWBT shall promptly and automatically refund the deposit plus accrued interest to the CMC in the form of cash or credit to a CMC's bill.

At the option of SWBT, such a deposit may be refunded or credited to the account when the CMC has established credit or after the CMC has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the CMC.

2.4.4 Service may be discontinued for failure to furnish a suitable deposit within thirty days after SWBT has mailed notice to the CMC at the billing address appearing on SWBT's records requiring the CMC to furnish such deposit.

**2.5 Directory Listings**

2.5.1 Directory Listings are not included in the rates and charges for this service.

2.5.2 Regular extra listings and special types of extra listings will be furnished at rates specified in Part 12, Section 1 of the AT&T Texas Guidebook for use in connection with the CMC's patron listings.

(T)  
(T)

2.5.3 SWBT's liability 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 shall be limited to the amount of actual impairment of the CMC's service, and in no event shall it exceed the amount paid for the service during the period covered by the directory in which the error or omission occurs.

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**REGULATIONS**

**2. General Regulations (Cont'd)**

**2.7 Special Service Arrangements**

For special service arrangements not covered under this tariff, special charges shall apply as provided in Part 2, Section 7 of the AT&T Texas Guidebook. (T)  
(T)

**2.8 Special Construction**

If the CMC's request for interconnection requires construction of special facilities as outlined in Section 14, 14.4.2 of the intrastate Access Service Tariff, the CMC will be assessed Special Construction charges as outlined in Section 14 of the intrastate Access Service Tariff.

**2.9 Radio Transmitter Links**

The SWBT charge for radio transmitter links shall be equivalent to the specific rate elements and rate levels in either Section 7 of the intrastate Access Service Tariff or Section 7 of FCC Tariff Number 73, depending on jurisdiction of the traffic according to the CMC. No access surcharge shall be applicable.

**2.10 Landline to Landline Call Restriction**

The rates and rate structure established by this tariff shall not apply to the CMC's provision of toll calling from a landline telephone to another landline telephone, except for, but not limited to, the provision of optional cellular carrier features such as custom calling and voice storage.

**2.11 CMC Provided Facilities**

CMC's shall have the right to transport traffic over facilities provided by the CMC to any location geographically proximate to either the Type 1, Type 2A or Type 2B SWBT switching offices. That location must be owned/leased and maintained by the CMC and access to that location by SWBT employees for installation and maintenance purposes must be available.

**2.12 Termination of Facilities**

The CMC's point of termination may be located at another telecommunication carrier's Point of Presence (POP). Access to the termination location by SWBT employees for installation and maintenance purposes must be available.

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**REGULATIONS**

**2. General Regulations (Cont'd)**

**2.13 Point of Termination**

At it's option, the CMC may designate a point of termination (POT) for originating and terminating traffic at a location that is not collocated with the CMC's switching equipment. If the CMC's designation of a POT results in an increase in the local transport for SWBT, the CMC's request for interconnection at the designated POT will be handled under the provisions of 2.7.

**2.14 Termination of Service**

Upon nonpayment of any sum due SWBT, or upon violation of any conditions governing the furnishing of service, SWBT may by notice to the CMC, without incurring any liability, forthwith discontinue the furnishing of said service. Proper notice shall consist of notice sent by certified mail, return receipt requested, at least 30 days prior to a stated date of disconnection.

**2.15 Synchronization**

For digital interconnection as provided in this tariff, SWBT shall transmit synchronization to the CMC as appropriate pursuant to Section 11, "Synchronization of Intra-LATA Digital Network," of Bell Communications Research Inc. Technical Reference TR-NPL-000275, "Notes on BOC Intra-LATA Network".

**2.16 Additional Engineering and Labor**

Rates and regulations for additional engineering and labor can be found in the intrastate Access Service Tariff, Section 13, Paragraphs 13.1 and 13.2, respectively.

**2.17 Assignment and Transfer of Facilities**

The assignment and transfer of facilities occurs when existing cellular service is provided and billed to a different customer and the new cellular customer assumes liability for all current and prior charges for the cellular service. The new customer must be a CMC licensed under Part 22, Subparts K or G, Part 90 or Part 5 of the FCC Rules. A Special Access Order Charge, as set forth in Section 5 of the intrastate Access Service Tariff, will apply when a change in billing data (name, address, contact name, or telephone number) is requested with the assignment and transfer of facilities.

**2.18 Telecommunications Service Priority System**

The priority provisioning and restoration of services offered under this tariff relative to the National Security Emergency Preparedness (NESP) Telecommunications Service Priority (TSP) System shall be pursuant to the regulations and rates as delineated in Part 8, Section 5 of the AT&T Texas Guidebook. (T)  
(T)

For application in this tariff, such regulations, rates and charges as are described in the Telecommunications Service Priority System Tariff shall be interpreted to apply on a "per request, per interconnection circuit" basis.

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**TELEPHONE NUMBERS  
RATES AND REGULATIONS**

**1. General**

- 1.1 Telephone numbers in this section are provided solely in conjunction with the services in this tariff and are subject to the following limitations:
- 1.2 Telephone numbers are available as a NXX Code (10,000 numbers) or in groups of 100 or 1000 numbers. However, an entire NXX Code is required for Type 2A Service.
- 1.3 In a CGSA with more than one Number Plan Area (NPA) and tandem offices in each NPA, request for tandem Type 2A connections with separate NPA-NXX Codes will require separate connections and separate dedicated NXX Codes at each tandem office.
- 1.4 Telephone numbers are furnished subject to the availability of facilities and numbers in a manner consistent with code conservation in the administration of the North American Numbering Plan.

Operational characteristics of interface signals between SWBT-provided connecting arrangements and the CMC's switch must conform to the regulations SWBT considers necessary to maintain proper standards of service.

SWBT shall not be responsible to the CMC or its customers if changes in protection criteria or in any of the facilities, operations or procedures of SWBT render any facilities provided by the CMC obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

- 1.5 The CMC must provide intercept of unassigned numbers within their authorized NXX Code or telephone number groups.
- 1.6 The charges for telephone numbers are found in 3.1.
- 1.7 Directory listings will be provided in accordance with the regulations of Part 12, Section 1 of the AT&T Texas Guidebook for business extra listings. Telephone numbers furnished herein are not entitled to free directory listings. (T)
- 1.8 Upon assignment of an NXX Code or telephone number group, the CMC shall acquire and retain the same rights to those numbers as a local exchange company (LEC) assigned NXX Code by SWBT. SWBT reserves the right to reclaim unused NXX Codes and telephone number groups from a CMC on the same basis and in the same manner that it does from LECs.



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**MISCELLANEOUS SERVICES**

**6. General** (Cont'd)

**6.2 Directory Assistance Call Completion** (Cont'd)

**6.2.6 Rate Regulations** (Cont'd)

- (D) Under the single rate option, the DA regulations in Section 9 of the Access Service Tariff apply in addition to the rate in 6.2.7 for all calls placed to a DA position including those calls where DACC was not requested by the CMC's patron. The associated usage charges only apply when the call has been completed.
- (E) Alternately billed DACC calls are provided under the regulations and rates for DACC provided in Part 11, Section 2 of the AT&T Texas Guidebook. {1} (T)
- (F) When a CMC's patron elects to alternately bill DACC, the CMC will be charged for the completed DA call from Section 9 of the Access Service Tariff and the CMC patron will be charged the appropriate DACC rate from Part 11, Section 2 of the AT&T Texas Guidebook. (T)
- (G) When an alternately billed DACC call is completed outside a local calling area, the CMC patron will be billed the applicable rates from Part 9, Section 1 of the AT&T Texas Guidebook in addition to the DACC charges. (T)

**6.2.7 Rates**

In addition to the rates listed below, nonrecurring charges only apply for the installation of the operator service circuits. These rates are found in the Access Service Tariff, Section 7, 7.5.

	<u>Monthly Rate</u>
(A) Single Rate Option - Per DA Call	\$ 0.40
(B) Multiple Rate Option - Per DACC completed call	.20
(C) Billing Tape Charge - Per Billing Tape	6.00

{1} Alternate billing is being provided on a trial basis for one year from the effective date of this tariff sheet (March 25, 1993). Prior to the expiration date, a determination will be made based on customer input to permanently include alternate billing as an option or remove the option in its entirety. (T)

**GENERAL EXCHANGE TARIFF**

(T)

The following Sections remain in the General Exchange Tariff:

Section

- 21 Miscellaneous Service Offerings
  - 21.1 thru 21.15 Vacant<sup>1</sup>
  - 21.16 Universal Emergency Number Service
  - 21.17 thru 21.28 Vacant<sup>1</sup>
  - 21.29 Emergency Warning Call Database
  - 21.30 thru 21.32 Vacant<sup>1</sup>
- 34 Universal Emergency Number Service (911)
- 36 Pay Telephone Exchange Access Service
- 44 Deer Park Emergency Network Service
- 50 Wireless 9-1-1 Service

All other Sections of the General Exchange Tariff are hereby withdrawn in their entirety.<sup>1</sup>

**PRIVATE LINE SERVICE TARIFF**

The following Sections remain in the Private Line Service Tariff:

Section

- 5 Interexchange 911 Service
- 6 Private Switch 911 Service
- 7 Expanded Interconnection

All other Sections of the Private Line Service Tariff are hereby withdrawn in their entirety.<sup>1</sup>

Effective November 1, 2014, the following tariffs are withdrawn in their entirety as a result of detariffing: <sup>1</sup>

- ADVANCED SERVICES TARIFF
- COA CONTRACT TERMS
- DATAPHONE DIGITAL SERVICE TARIFF
- DIGITAL LINK SERVICE TARIFF
- DIRECTORY ASSISTANCE LISTING SERVICE TARIFF
- INTEGRATED SERVICES TARIFF
- LOCAL EXCHANGE TARIFF
- LONG DISTANCE MESSAGE TELECOMMUNICATIONS TARIFF
- PRIVATE NETWORK SERVICES TARIFF
- TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM TARIFF
- WIDE AREA TELECOMMUNICATIONS SERVICE TARIFF

(T)

1 Services formerly contained herein may now be found in the AT&T Texas Guidebook, Advanced Services Guidebook or Out of Territory Guidebook available at: [www.att.com/servicepublications](http://www.att.com/servicepublications) - See Part 1, Section 3 of the guidebooks for an alphabetical list of products.

(N)

(N)

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

TEXAS INTRASTATE TARIFFS  
Section: Table of Contents  
Sheet: 2  
Revision: 8  
Replacing: 7

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(D)

(D)

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

TEXAS INTRASTATE TARIFFS  
Section: Table of Contents  
Sheet: 3  
Revision: 6  
Replacing: 5

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**Subject**

**Section**

**CELLULAR MOBILE TELEPHONE INTERCONNECTION SERVICE TARIFF**

Application of Tariff.....	-
Regulations.....	1
Type-1 Service and Rates.....	2
Type-2A Service and Rates.....	3
Type-2B Service and Rates.....	4
Telephone Numbers Rates and Regulations.....	5
Miscellaneous Services.....	6

(D)

**LOCAL ACCESS SERVICE TARIFF**

Regulations.....	-
Resale Services.....	1
Usage Sensitive Local Connection.....	2
Interim Number Portability.....	3

(D)

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**Subject** **Section**

**ACCESS SERVICE TARIFF**

Table of Contents.....	-
User's Guide.....	-
Application of Access Service.....	1
General Regulations.....	2
Carrier Common Line Access Service.....	3
End User Access Service.....	4
Ordering for Access Service.....	5
Switched Access Service.....	6
Special Access Service.....	7
Billing and Collection Services.....	8
Directory Assistance Access Service.....	9
Federal Government Specialized Services or Arrangements.....	10
Special Facilities Routing of Access Service.....	11
Specialized Service or Arrangements.....	12
Additional Engineering, Additional Labor and Miscellaneous Services.....	13
Special Construction.....	14
Access for MicroLink II - Packet Switching Digital Service <sup>SM</sup> .....	15
(Reserved for future use).....	16
Operator Services.....	17
Network Management Services.....	18
(Reserved for future use).....	19
(Reserved for future use).....	20
Coin Services.....	21
Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service.....	22
Line Information Data Base (LIDB) Validation Service.....	23
(Reserved for future use).....	24
Expanded Interconnection.....	25
(Reserved for future use).....	26
(Reserved for future use).....	27
Network Components.....	28
Subject Index.....	-

(D)  
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<sup>SM</sup> Service Mark of Southwestern Bell Corporation

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: October 31, 2014  
Effective: November 1, 2014

TEXAS INTRASTATE TARIFFS  
Section: Table of Contents  
Sheet: 5  
Revision: 3  
Replacing: 2

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