

CASE NO. TO-2009-0037

Rebuttal Testimony of Steve E. Watkins

Rebuttal Schedule SEW-1

**Excerpts from Charter Fiberlink - Missouri, LLC
Local Exchange Tariff, P.S.C. MO. – No. 1**

Charter Fiberlink – Missouri, LLC

Local Exchange Tariff

P.S.C. MO. – No. 1

Tariff for the provision of local exchange service in the incumbent exchanges of AT&T
and CenturyTel

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Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink-Missouri, LLC

Issue Date: April 19, 2006

Effective Date: May 19, 2006

Filed
Missouri Public
Service Commission

1.9 Local Exchange Service-Business Services

1.9.1 Rules and Regulations

The regulations specified herein are in addition to the regulations contained in Sections 1.5 through 1.7 of this Tariff and other tariffs. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Products and Services are available as stated herein, where technically feasible. the quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract. A late fee of no more than five percent will be charged on any outstanding past due balance.

The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

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1.9.2 Rights of the Telephone Company

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to Termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customers fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

- 1 Customer is more than thirty (30) days past due with respect to any payment;
- 2 Customer has failed to comply with the terms of this tariff or contract;
- 3 Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

Issued By: Betty Sanders, Director - Regulatory Affairs
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